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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 9th January 1954 :—

Issue No.	No. and date	Issued by	Subject
1.	S. R. O. 52, dated the 30th December 1953.	Ministry of Food & Agriculture.	Cancellations of the Rajasthan and Ajmer Gram and Gram Products (Export Control) Order, 1953 and Gram and Gram Products (Export Control) Order, 1953.
	S. R. O. 53, dated the 30th December 1953.	Ditto	The Central Govt. makes the Uttar Pradesh Gram and Gram Products (Removal of Control) Order, 1954.
	S. R. O. 54, dated the 30th December 1953.	Ditto	Concancellation of the Notification of the Ministry of Food and Agriculture No. S. R. O. 659, dated the 9th May 1951.
	S. R. O. 55, dated the 30th December 1953.	Ditto	The Central Govt. makes the Coarse Grains (Removal of Control) Order, 1954.
2	S. R. O. 56, dated the 23rd December 1953.	Election Commission, India.	Election Petition No. 316 of 1952.
3	S. R. O. 57, dated the 2nd January 1954.	Ministry of Food & Agriculture.	Amendment made in the Coarse Grains (Removal of Control) Order, 1954.
4	S. R. O. 58, dated the 4th January 1954.	Election Commission, India.	Amendment made in the notification No. 56/2/53-2, dated the 6th February 1953.
5	S. R. O. 59, dated the 24th December 1953.	Ditto	Election Petition No. 2 of 1953.
6	S. R. O. 159, dated the 6th January 1954.	Ditto	Final list of candidates for election to the House of the People from the Sibsagar North Lakhimpur constituency.

Issue No.	No. and date	Issued by	Subject
7	S. R. O. 160, dated the 7th January 1954.	Ministry of Food and Agriculture.	Amendment made in the Notification No. S. R. O. 2035, dated the 10th December 1951.
8	S. R. O. 161, dated the 30th December 1953.	Election Commission, India.	Election petition No. 6 of 1953.
9	S. R. O. 162, dated the 8th January 1954.	Ministry of Finance	Appointment of the Registrar of Joint Stock Companies for the State of Mysore.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3

Statutory Rules and Orders Issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

ELECTION COMMISSION, INDIA

New Delhi, the 8th January 1954

S.R.O.165.—It is hereby notified for general information that the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLII of 1951), incurred by the person whose name and address are given below, as notified under notification No. PP-P/52(4), dated the 22nd May, 1952 have been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section 144 of the said Act respectively:—

Shri Sher Singh, s/o Shri Udam Ram of Anta, P.O. Safaidon, Distt. Sangrur.

[No. PP-P/52(8)/522.]

F. R. KRISHNAMURTHY, Asstt. Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 9th January 1954

S.R.O. 166.—In exercise of the powers conferred by section 27 of the Indian Arms Act 1878 (XI of 1878), the Central Government is pleased to exempt Mr. D. G. Henry, Project Superintendent of the Lummus Company—India from the operation of the prohibitions and directions contained in section 6 of the said Act in respect of one Colt Automatic pistol of .45 bore and connected ammunition if any.

[No. 9/76/53-Police(I).]

U. K. GHOSHAL, Dy. Secy.

New Delhi, the 12th January 1954

S.R.O. 167.—In pursuance of clause (1) of Article 243 of the Constitution, the President hereby directs that the Chief Commissioner, Andaman and Nicobar Islands, shall, subject to the control of the President, exercise the powers and discharge the functions of the Central Government under the Land Acquisition Act, 1894 (I of 1894).

[No. 70/87/52-A.N.]

N. SEHGAL, Dy. Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 6th January 1954

S.R.O. 168.—In exercise of the powers conferred by section 11 of the Chandernagore (Administration) Regulation, 1952 (Regulation I of 1952), the Central Government hereby extends to Chandernagore the enactments specified in column 1 of the Schedule hereto annexed as at present in force in the State of West Bengal with the modifications specified in column 2 of the said Schedule.

SCHEDULE

Enactments	Notifications
1	2
1. The Workmen's Compensation Act, 1923.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
2. The Indian Trade Unions Act, 1926.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
3. The Payment of Wages Act, 1936.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
4. The Employment of Children Act, 1938.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
5. The Bengal Shops and Establishment Act, 1940.	....
6. The Industrial Employment (Standing Orders) Act, 1946.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
7. The Industrial Disputes Act, 1947.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
8. The Minimum Wages Act, 1948.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
9. The Employees State Insurance Act, 1948.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
10. The Factories Act, 1948 . . .	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
11. The Industrial Disputes (Appellate Tribunal) Act, 1950.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.
12. The Employees Provident Fund Act, 1952.	In sub-section (2) of section 1, after the words "whole of India" the words "including Chandernagore" shall be inserted.

[No. D. 7505-Eur. I/53].

K. V. PADMANABHAN, Dy. Secy.

New Delhi, the 11th January 1954

S.R.O. 169.—In exercise of the powers conferred by Section 2(a) of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (XLI of 1948), the Central Government hereby authorises the following two officers to perform the duties of Vice-Consuls in London with jurisdiction extending over the U.K. with immediate effect until further orders:—

- (1) Shri E. M. Munsiff, Welfare Officer, The High Commission of India, Consular Department, London.
- (2) Shri T. Arumugham, Passport Officer, The High Commission of India, Consular Department, London.

[No. 30-W-I.]

I. S. CHOPRA, Joint Secy.

MINISTRY OF STATES

New Delhi, the 12th January 1954

S.R.O. 170.—In exercise of the powers conferred by Entry 3(b) of the Table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify

Shrimati Jijirajkunverba

a member of the family of the Ruler of Bhaderwa for the purposes of that entry.

[No. 4-D.]

S. K. AYANGAR, Under Secy.

MINISTRY OF FINANCE (Department of Economic Affairs)

New Delhi, the 2nd January 1954

S.R.O. 171.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (X of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 11 of the said Act shall not apply to the Rayalaseema Bank Ltd., Bellary, for a period upto and including the 31st March, 1955.

[No. F.4(194)-F.I/53.]

New Delhi, the 8th January 1954

S.R.O. 172.—In exercise of the powers conferred by clause (c) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (II of 1934) read with sub-section (7) of the said section, the Central Government hereby re-nominates Shri Manilal B. Nanavati and Professor D. R. Gadgil as Directors of the Central Board of the Reserve Bank of India, with effect from the 15th January, 1954.

[No. F.3(38)-F.I/53.]

N. C. SEN GUPTA, Dy. Secy.

CENTRAL EXCISES MINISTRY OF FINANCE (REVENUE DIVISION)

New Delhi, the 8th January 1954

S.R.O. 173.—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

For sub-rule (4) of rule 52A of the said rules, the following sub-rule shall be substituted, namely:—

- “(4) Gate passes shall be maintained in two sets; one for clearance for home consumption and the other for clearance for export and shall be serially numbered, the serial number running for the whole year

commencing from any date and month convenient to the owner. Gate-pass books shall also be serially numbered and only one gate-pass book of each type shall be used at any one time."

[No. 1.]

M. P. ALEXANDER, Under Secy.

ORDER

New Delhi, the 9th January 1954

S.R.O. 174.—In exercise of the powers conferred by section 60A of the Indian Income-tax Act, 1922 (XI of 1922), the Central Government hereby makes the following exemption, namely—

No income-tax shall be payable by an assessee on the interest receivable on the income-tax free loans specified in the Table hereunder and issued by His Exalted Highness the Nizam's Government of Hyderabad:

Provided that the said interest is received in the territories within the Hyderabad State and is not brought into any other part of the taxable territories to which the said Act applies:

Provided further that such interest shall be included in the total income of the assessee for the purposes of section 16 of the said Act.

TABLE

1. 3 per cent. income-tax free loan, 1360—70 Fasli.
2. $\frac{1}{2}$ per cent. income-tax free loan 1353 Fasli.
3. $\frac{1}{2}$ per cent. income-tax free Development loan 1364—69 Fasli.
4. $\frac{1}{4}$ per cent. income-tax free Second Development loan 1365—70 Fasli.

[No. 4.]

G. L. POPHALE, Dy. Secy.

CUSTOMS

New Delhi, the 16th January 1954

S.R.O. 175.—In exercise of the powers conferred by section 19 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby prohibits the bringing into India by Sea or by land of any copy of the Urdu newspaper entitled "Hamara Kashmir" published at Muzaffarabad in the Pakistan-occupied part of the State of Jammu and Kashmir.

[No. 8.]

A. K. MUKARJI, Dy. Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 7th January 1954

S.R.O. 176.—In pursuance of sub-section (4) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue directs that the following further amendment shall be made in its Notification No. 32-Income-tax, dated the 9th November, 1946, namely:—

In the Schedule appended to the said notification under the sub-head "I-Madras", after the entry "COIMBATORE RANGE" the entry "KOZHIKODE RANGE" shall be substituted in place of "KOZHIKODE CIRCLE".

[No. 2.]

S.R.O. 177.—The following draft of certain further amendments in the Indian Income-tax Rules, 1922, which the Central Board of Revenue proposes to make in exercise of the powers conferred by sub-section (1) of section 59 of the Indian Income-tax Act, 1922 (XI of 1922), is published as required by sub-section (4) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 10th February, 1954.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the said Board.

Draft Amendments

In the schedule annexed to Rule 8 :

- (a) In the existing entry O(ix) under the head III Machinery and Plant in Column 1, after the words "container etc." the words and brackets "(other than Racks)" shall be inserted;
- (b) Against the item, in column 3 the words "General rate prescribed for Furniture and fittings shall apply to Racks" shall be inserted.

[No. 3.]

G. L. POPHALA, Secy.

CUSTOMS

New Delhi, the 16th January 1954

S.R.O. 178.—In exercise of the powers conferred by clause (b) and (c) of section 11 and section 53 of the Sea Customs Act, 1878 (VIII of 1878), the Central Board of Revenue hereby directs that the following amendment shall be made in the notification of the Government of India in the Central Board of Revenue, No. S.R.O. 553, dated the 9th September 1950, namely:—

In the Schedule to the said notification for item No. 34 and the entries relating thereto, the following item and entries shall be substituted, namely:—

" 34. Ulva . From a point on the north shore off Hog Island quarter of a mile eastward of Hydraulic Lift to southernmost boundary of village of Trombay on east bank of Thana Creek—the coasts and creeks within these limits as far as navigable.	For all goods wharf at Ulva and landing place below the Custom House at Belapur.	Off the Belapur Customs House except boats coming for salt which should go to Trombay and boats bound to or from Panvel which should go to Ulva."
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[No. 9.]

A. K. MUKARJI, Secy.

REGISTRAR OF JOINT STOCK COMPANIES

NOTICES

Bombay, the 4th January 1954

In the matter of the Indian Companies Act, VII of 1913 and of the Federal Journal Limited.

S.R.O. 179.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913, that the name of Federal Journal Limited, has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Shirala Peta Motor Union Limited

S.R.O. 180.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Shirala Peta Motor Union Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

Bombay, the 5th January 1954

In the matter of the Indian Companies Act, VII of 1913 and of the Indian Press Association Limited

S.R.O. 181.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Indian Press Association Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Nanchand Shah and Company Limited

S.R.O. 182.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913 that the name of Nanchand Shah and Company, Limited, has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Palakmati Farms Limited

S.R.O. 183.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913, that the name of Palakmati Farms Limited, has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Mashal Publishing House Limited

S.R.O. 184—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913, that the name of Mashal Publishing House Limited, has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Asquin Limited

S.R.O. 185.—Notice is hereby given pursuant to Sub-Section (5) of the Section 247 of the Indian Companies Act VII of 1913, that the name of Asquin Limited, has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Ruma Sales & Services Limited

S.R.O. 186.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Ruma Sales & Services Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

Bombay, the 7th January 1954

In the matter of the Indian Companies Act, VII of 1913 and of the News and Communications Limited

S.R.O. 187.—Notice is hereby given pursuant to Sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913, that the name of News & Communications Limited, has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the A. Fatah & Co., Limited

S.R.O. 188.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the A. Fatah & Co., Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Maharashtra Krishi Vikas Company Ltd.

S.R.O. 189.—Notice is hereby given pursuant to Sub-Section (5) of Section 247 of the Indian Companies Act VII of 1913, that the name of Maharashtra Krishi Vikas Company Limited, has this day been struck off the Register and the said Company is hereby dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Shri Ambica Agriculture Ltd.

S.R.O. 190.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Shri Ambica Agriculture Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Parle Pharmaceuticals Limited

S.R.O. 191.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Parle Pharmaceuticals Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Peaceful Pictures Limited

S.R.O. 192.—Notice is hereby given pursuant to Section 247 of the Indian Companies Act VII of 1913, that at the expiration of three months from the date hereof the name of the Peaceful Pictures Limited, will, unless cause is shown to the contrary, be struck off the Register and the said Company will be dissolved.

In the matter of the Indian Companies Act, VII of 1913 and of the Gujarat Sanitary Engineers Limited

S.R.O. 193.—Notice is hereby given pursuant to sub-section (5) of Section 247 of the Indian Companies Act VII of 1913, that the name of Gujarat Sanitary Engineers Limited, has this day been struck off the Register and the said Company is hereby dissolved.

M. V. VARERKAR,
Registrar of Companies, Bombay

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 7th January 1954

S.R.O. 194.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following further amendment shall be made in the Cotton Textiles (Control) Order, 1948, namely:—

In the said Order, in sub-clause (a) of clause 3, after item (vi) the following item shall be added, namely:—

“(vii) Plush cloth, in the manufacture of which cotton yarn is used.”

[No. 9(4)-CT(A)/54-1.I]

New Delhi, the 11th January 1954

S.R.O. 195.—In exercise of the powers conferred by the proviso to Explanation I to sub-section (1) of section 3 of the Dhoties (Additional Excise Duty) Act, 1953 (39 of 1953), the Central Government hereby fixes the permissible quota for a quarter in respect of the Howrah Cotton Mills Ltd., Howrah, to be 300,000 yards.

[No. 9(27)-CT(A)/53-1.]

S.R.O. 196.—In exercise of the powers conferred by sub-section (2) of section 3 of the Dhoties (Additional Excise Duty) Act, 1953 (39 of 1953), the Central Government hereby fixes the permissible quota for each quarter for each of the mills specified in column (2) of the Table hereto annexed as that specified in the corresponding entry in column (3) of that table:—

TABLE

Serial No. (1)	Name of the Mills (2)	Permissible quota	
		In terms of percentage (3)	Per quarter in yards (4)
1.	M/s. Basanti Cotton Mills Ltd., Panihati, W. Bengal .	80	917,100
2.	M/s. Mahalaxmi Mills Ltd., 24-Parganas .	80	424,800
3.	M/s. Bowreah Cotton Mills Co. Ltd., Howrah Dt. .	78·5	1,400,000
4.	M/s. Sri Annapurna Cotton Mills Ltd., Calcutta .	2005	857,400

(1)	(2)	(3)	(4)
5.	M/s. Dhakeshwari Cotton Mills Ltd., Calcutta . . .	127	157,200
6.	M/s. The Bengal Laxmi Cotton Mills Ltd., Calcutta . . .	80	3,031,800
7.	M/s. The Bangasri Cotton Mills Ltd., Sodepore . . .	80	1,254,600
8.	M/s. Bangeswari Cotton Mills Ltd., Calcutta . . .	80	1,640,400
9.	M/s. Mohini Mills Ltd. (No. 2), Calcutta . . .	80	2,341,725
10.	M/s. Sri Durga Cotton Spg. & Wvg. Mills Ltd., Calcutta . . .	80	687,600
11.	M/s. Kotak & Co., Bombay Lessees : The Chalisgaon S. L. N. Mills Co. Ltd. (in liquidation), Chalisgaon . . .	146	222,582
12.	M/s. Ramkumar Mills Ltd., Ahmedabad . . .	986	362,250
13.	M/s. Orissa Textile Mills Ltd., Cuttack . . .	112	2,152,284
14.	M/s. City of Ahmedabad Spg. & Mfg. Co. Ltd., Ahmedabad . . .	103	381,087
15.	M/s. Shree Sardar Spg. & Wvg. Mills, Ahmedabad . . .	72	287,550
16.	M/s. Shree Sayaji Jubilee Cotton & Jute Mills Co. Ltd., Sidhpur . . .	360	336,150
17.	M/s. Jagatjit Cotton Textile Mills Ltd., Phagwara (Pepsu) . . .	146	344,520
18.	M/s. Gaya Cotton & Jute Mills Ltd., Gaya . . .	120	109,575

[No. 9(27)-CT(A)/53-2.]

New Delhi, the 16th January 1954

S.R.O. 197.—In exercise of the powers conferred under sub-section (1) of Section 6 of the Central Silk Board Act, 1948 (Act No. LXI of 1948), the Central Government is pleased to appoint Shri K. Shamsuddin Khan, a Member of the Central Silk Board and Chairman of the Mysore Spun Silk Mills Ltd., Chennapatna, as Vice-Chairman of the Central Silk Board.

[No. 23 (54)-CTB/53.]

S.R.O. 198.—In exercise of the powers conferred under Section 4(3) (b) read with Section 5(2) of the Central Silk Board Act, 1948 (Act No. LXI of 1948), the Central Government is pleased to nominate Shri M. R. Kazimi, the Joint Textile Commissioner to the Government of India as a member of the Central Silk Board vice the Textile Commissioner to the Government of India.

[No. 23 (54)-CTB/53.]

S.R.O. 199.—In exercise of the powers conferred under Section 4(3) (j) of the Central Silk Board Act, 1948, as amended by the Central Silk Board (Amendment) Act, 1953 the Central Government is pleased to nominate Sarvashree K. C. Biswas and T. L. Gangoji Rao as members of the Central Silk Board to represent the Silk Trade and Silk Industry respectively.

The Central Government is also pleased to notify the election of the following persons as members of the Central Silk Board in pursuance of Section 4(3) (c) of the Central Silk Board Act, 1948, as amended by the Central Silk Board (Amendment) Act, 1953:—

(a) Elected by the members of the House of the People from among themselves:—

Shri N. Rachiah, M.P.

(b) Elected by the members of the Council of States from among themselves:—

Shri Jagannath Das, M.P.

[No. 23 (54)-CTB/53.]

S. A. TECKCHANDANI, Under Secy.

New Delhi, the 7th January 1954

S.R.O. 200.—The following draft of certain rules which it is proposed to make in exercise of the powers conferred by Section 49 of the Tea Act, 1953 (29 of 1953), is published as required by sub-section (1) of the said section of the said Act for the information of all persons likely to be affected thereby and notice is hereby

given that the draft will be taken into consideration on or after the 10th February 1954.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Rules proposed to be framed under section 49 of the Tea Act (29 of 1953)

THE TEA RULES, 1953

1. **Short title.**—These rules may be called the Tea Rules, 1954.

2. **Definitions.**—In these Rules, unless the context otherwise requires—

- (i) "Board" means the Tea Board, constituted under section 4 of the Act.
- (ii) "Chairman" means the Chairman of the Board.
- (iii) "Committee" means any Committee constituted by the Board under Section 8 of the Act.
- (iv) "Form" means a form set forth in the schedule to these rules.
- (v) "Member" means a member of the Board.
- (vi) "Secretary" means the Secretary of the Board.
- (vii) "the Act" means the Tea Act, 1953 (29 of 1953).
- (viii) "Vice-Chairman" means the Vice-Chairman of the Board.
- (ix) "Year" means the year commencing on the first day of April.

3. **Office of the Board.**—The Office of the Board shall be located at Calcutta.

4. **Constitution of the Board and manner of filling vacancies.**—(1) The Board shall consist of a Chairman and the following other members who, in the opinion of the Central Government, are capable of representing the various categories mentioned in clauses (a) to (h) of sub-section (3) of Section 4 of the Act:—

- (a) (i) one person representing the Government of Assam;
- (ii) one person representing the Government of West Bengal;
- (iii) one person representing the Government of Tripura.
- (iv) one person representing the Government of Madras;
- (v) one person representing the Government of Punjab;
- (vi) one person representing the Government of Travancore-Cochin;
- (b) two persons representing Parliament (one for the House of the People and one for the Council of States);
- (c) twelve persons representing owners of tea estates and gardens and growers of tea;
- (d) six persons representing persons employed on tea estates and gardens;
- (e) three persons representing dealers including both exporters and internal traders of tea;
- (f) two persons representing manufacturers, who manufacture and pack tea in containers upto 12 lbs.;
- (g) three persons representing consumers;
- (h) four persons representing other interests.

(2) The Central Government may make such consultations as may be necessary before appointing members of the Board.

(3) When a member of the Board dies or resigns or is deemed to have resigned or is removed from office or becomes incapable of acting, the Central Government may by notification in the official gazette appoint a person to fill the vacancy.

5. **Term of Office.**—(1) A member of the Board shall hold office for a period of three years from the date of his appointment.

(2) A person appointed to fill a casual vacancy under sub-rule (3) of rule 4 shall hold office so long as the member whose place he fills would have been entitled to hold office, if the vacancy had not occurred.

6. Resignation.—(1) A member of the Board may resign his office by writing under his hand addressed to the Chairman.

(2) A member of a Committee may resign his office by writing under his hand addressed to the Secretary:

Provided that a member of the Board or the Committee, as the case may be, shall not vacate his office until his resignation is accepted.

7. Removal from the Board.—The Central Government may remove any member from his office—

- (a) if he is of unsound mind and stands so declared by a competent court, or
- (b) if he is an undischarged insolvent, or
- (c) if he is convicted of a criminal offence involving moral turpitude, or
- (d) if without leave of the Chairman, he fails to attend more than three successive meetings of the Board.

8. Absence from India.—(1) Before a member of the Board leaves India:—

- (a) he shall intimate the Secretary the date of his departure from, and the date of his expected return to, India, and
- (b) if he intends to be absent from India for a longer period than six months, he shall tender his resignation.

(2) If a member leaves India without observing the provisions of sub-rule (1), he shall be deemed to have resigned with effect from the date of his departure from India.

9. Vice-Chairman.—(1) The Board shall in each year elect a member to be Vice-Chairman for a period of twelve months commencing from the date of the election.

(2) In the event of the Vice-Chairman resigning his office as such or ceasing to be a member of the Board, the Board shall forthwith elect a member to be Vice-Chairman for the unexpired portion of the term of office of the Vice-Chairman elected under sub-rule (1).

10. Minimum number of meetings of the Board.—The Board shall hold a meeting at least once in every quarter.

11. Power to call meetings.—(1) The Central Government may at any time call a meeting of the Board.

(2) The Chairman may at any time call a meeting of the Board and shall do so, if a requisition for a meeting is presented to him in writing by at least ten members.

12. Appointment of Committees.—(1) Besides the Executive Committee, there shall be the following Standing Committees of the Board, namely:—

- (a) Two Licensing Committees, one for North India and one for South India.
- (b) A Propaganda Committee.

(2) The Executive Committee shall consist of:—

- (a) the Chairman who shall be the *ex-officio* Chairman thereof;
- (b) the Vice-Chairman; and
- (c) seven other members to be elected by the members of the Board from among themselves, in such manner as may be laid down by the Board.

(3) The Licensing Committee for North India shall consist of:—

- (i) the Chairman who shall be *ex-officio* Chairman thereof; and
- (ii) six other members to be elected by the members of the Board from among themselves, in such manner as may be laid down by the Board.

(4) The Licensing Committee for South India shall consist of four members to be elected by the members of the Board from among themselves in such manner as may be laid down by the Board. The Committee shall elect a Chairman from among themselves.

(5) The Propaganda Committee shall consist of:—

- (i) the Chairman who shall be the *ex-officio* Chairman thereof; and
- (ii) eight other members to be elected by the members of the Board from among themselves in such manner as may be laid down by the Board.

13. Functions of Committees.—The Executive Committee, the Propaganda Committee and the Licensing Committees shall discharge such functions and exercise such powers, not being those mentioned in Rule 18, as may be delegated to them by the Board.

14. Absence from meetings of a Committee.—Any member of a Committee absenting himself from three consecutive meetings without leave of the Chairman shall be deemed to have vacated his seat on the Committee.

15. Filling of Casual Vacancies.—(1) Any casual vacancy on a Committee shall be filled by election at the next meeting of the Board, or the meeting subsequent thereto.

(2) A person appointed in a casual vacancy shall hold office so long as the member whose place he fills would have been entitled to hold office, if the vacancy has not occurred.

16. Business by circulation.—(1) Any business which the Board or Committee is required to transact may, if the Chairman of the Board or of the Committee so directs, be referred by circulation of papers to members, and any resolution or proposal so circulated and approved by the majority of members who have recorded their views in writing shall be as effectual and binding as if such resolution or proposal were decided by a majority of votes at a meeting:

Provided that at least ten members of the Board or a majority of the members of the Committee as the case may be, have recorded their views on the resolution or proposal:

Provided further that when a resolution or proposal is referred by circulation of papers, any five members of the Board or three members of the Committee, as the case may be, may require that the resolution or proposal be referred to a meeting and thereupon such reference shall be made to a meeting of the Board or the Committee.

(2) When any business is so referred to members by circulation, a period of not less than 14 clear days in the case of the Board and 10 clear days in the case of a Committee shall be allowed for receipt of replies from members. Such period is to be reckoned from the date on which notice of business is issued.

(3) If a resolution or proposal is circulated, the result of the circulation shall be communicated to all the members.

17. Record of Business.—(1) A record shall be maintained of all business transacted by the Board or its Committees, and copies of such record shall be submitted to the Central Government:

Provided that the records of business of a routine nature transacted by the Licensing Committees by circulation need not be submitted to the Central Government.

(2) The record of business transacted at the meetings of the Board and of the Committees shall be signed by the Chairman presiding over such meetings.

(3) When business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman of the Board or the Committee, as the case may be, directing the circulation.

18. Restriction on delegation of powers.—(1) The Board shall not delegate any administrative or financial power to any Committee other than the Executive Committee.

(2) The Board shall not delegate any of the following powers to the Executive Committee:—

- (a) the power to sanction expenditure in excess of Rs. 10,000 in respect of any one item;
- (b) the power to adopt the Budget Estimates of the Board on its behalf;
- (c) the power to sanction expenditure to be incurred outside India in excess of Rs. 5,000 in respect of any one item;
- (d) the power to reappropriate estimated savings in excess of Rs. 2,500 in the case of any one item;
- (e) the power to write off losses in excess of Rs. 1,000 in any one case.

19. Appointments.—Save as provided for in section 9 of the Act, all appointments to posts of officers and employees under the Board shall be made by the Board:

Provided that no appointment to any post of which the maximum salary exceeds Rs. 500 per mensem shall be made without the previous sanction of the Central Government.

20. Creation and abolition of posts.—The Board may on its own authority create and abolish posts carrying a maximum salary not exceeding Rs. 500 per month and, with the previous sanction of the Central Government, other posts.

21. Allowances and remunerations.—Save with the previous sanction of the Central Government, no remuneration other than travelling allowance and halting

allowance shall be paid to any member of the Board on account of his service as such.

22. Export of Tea.—Any tea estate or sub-division of a tea estate shall, on application made in this behalf in accordance with Rule 23 to the Board for allotment of an export quota, have the right to receive an export quota:

Provided that no tea estate or a sub-division of a tea estate, which ceased production for three or more consecutive seasons since the commencement of the Act, shall be eligible to get an export quota in the financial year following such three or more consecutive seasons, unless it has resumed production during the season corresponding to the financial year.

23. Application for export quota.—(1) Application for export quota for any financial year shall be made in such form, as may be specified by the Board, and shall reach the Board not later than the 1st day of February of the preceding financial year.

(2) An export quota shall not be granted, without the previous sanction of the Central Government, if the application in respect thereof is not received by the Board on or before the date specified above.

24. Crop basis.—(1) The crop basis of a tea estate or a sub-division of a tea estate for any financial year shall be the best crop in any of the four calendar years previous to the preceding financial year, due allowance being made for low producing areas:

Provided, that when a tea estate in production has no crop basis under this rule, the assessed crop of the estate for that year may be taken as its crop basis.

(2) When the area of a tea estate or a sub-division of a tea estate is reduced or increased by the transfer to or acquisition from another tea estate of land planted with tea, the crop basis of the estate or sub-division of the tea estate shall be reduced or increased by an amount representing as nearly as possible the contribution made by the area transferred or acquired to the crop basis of the estate of which it previously formed a part.

(3) Where a tea estate for which a crop basis has been determined becomes two or more separate estates, the crop of each such separate estate shall be determined so as to represent as nearly as possible the contribution made by the area comprised in it to the total crop basis of the original estate.

25. Meaning of crop.—Crop in the preceding rule shall, after the commencement of the Act, be construed as meaning the yield or production of manufactured tea, i.e. tea either black or green produced in the usual manner for sale in the market and as shown in the return (Form R. T. 3) submitted to the Central Excise authorities.

Where tea is not manufactured by tea estates concerned or where evidence of the amount manufactured is not available, the production shall be assumed to be by weight one fourth of the weight of green tea leaf produced.

26. Export quota and crop basis.—Export quota of a tea estate or sub-division of tea estate, that is, the total quantity of tea which may be exported by the owner of the tea estate or sub-division in any financial year shall be an amount bearing to the crop basis of that estate the same proportion as the export allotment in the financial year in question bears to the total of the crop basis of all the tea estates and sub-division of tea estates in India for that year and when the export allotment is altered under proviso to section 19 of the Act, the export quota shall be deemed to be altered accordingly:

Provided that when an export quota of a tea estate or a sub-division of a tea estate has been reduced in consequence of an alteration or alterations during the financial year of the export allotment, any tea exported by the owner of a tea estate or sub-division of a tea estate in accordance with the export quota, as subsisting for the time being, which is in excess of the amount permitted to be exported in accordance with the export quota as finally revised for the year, shall be excluded from the computation of the total quantity of tea which may be exported by that owner during the financial year.

27. Inspectors and assessors to assist in the determination of crop basis.—The Board may appoint Inspectors or Assessors for the purpose of assisting in the determination of the crop basis, and in the discharge of its other duties. The Board may pay to them such fees as it may decide as well as actual travelling expenses.

28. Licence fees.—The Board may charge and collect a licence fee for every export licence, special export licence, or permit issued by it at the rate of one rupee per thousand lbs. or part thereof.

29. Copy of accounts of quotas to be furnished to tea estates.—A copy of the account of export quotas maintained by the Board under sub-section (1) of section 23 of the Act shall be furnished, on application, to the owner of a tea estate or sub-division of a tea estate who shall be required to pay a fee of Re. 1 in respect of each copy required.

30. Planting of tea.—(1) Any person desirous of planting tea on land not planted with tea shall apply to the Board in writing and shall furnish such particulars as may be required.

(2) Subject to the limitations set out in section 13 of the Act and to any other rules made in this behalf, the Board may grant or refuse the permission applied for or may grant it in part only or may call for further information from the applicant.

(3) Permission for extension of cultivation shall not be granted to any estate if the area planted with tea in that estate exceeds 500 acres, without the previous sanction of the Central Government.

31. Permission to Plant tea.—The owner of a tea estate desirous of replacing tea areas by planting tea on area not planted with tea, subject to such replacement being accompanied by simultaneous uprooting of tea bushes over the area so replaced, shall apply to the Board in writing and shall submit such particulars as may be required by the Board:

Provided that permission to replace shall not be granted for an area exceeding 10 per cent. of the total permissible acreage of the tea estate as on 31st day of March, 1950.

32. Forms to be used.—The forms set out in the schedule to these rules shall be used for the purpose of provisions of the Act referred to in each form. The Board may either generally or in any particular case require such additions as it may consider necessary to be made to any such form.

33. Budget Estimates.—(1) The Board shall in each year prepare a budget for the ensuing year and shall submit it for the sanction of the Central Government on or before such date as may be appointed by that Government.

(2) No expenditure shall be incurred until the budget is sanctioned by the Central Government and the expenditure has received the sanction of the competent authorities.

(3) The Budget shall be in such form as the Central Government may direct and shall include a statement of:—

(a) the estimated opening balance;

(b) the estimated receipts by way of grant from the Central Government under section 26 of the Act and from other sources;

(c) the proposed expenditure classified under the following heads or such other heads as the Central Government may direct:—

(i) administration;

(ii) measures for promoting the sale and increasing the consumption of tea:—

(a) in India (b) outside;

(iii) research;

(iv) statistics;

(v) others.

(4) The proposed expenditure under each head shall be further classified under the following sub-heads:—

(i) Pay of Officers.

(ii) Pay of Establishment.

(iii) Allowances, honoraria etc.

(iv) Other charges, contingencies etc.

(5) Supplementary estimates of expenditure shall be submitted for the sanction of the Central Government in such form and on such dates as may be directed by them.

34. Accounts of the Board.—(1) The Board shall maintain accounts of all receipts and expenditure relating to each year.

(2) The audited statements of receipts and expenditure together with the auditor's report thereon shall be submitted to the Central Government as soon as possible after the close of the year.

(3) An abstract of receipts and expenditure shall be published in the *Gazette of India*.

(4) The accounts of receipts shall be shown under the following heads:—

(a) moneys received under Section 26 of the Act;

(b) fees realised on account of licences, permits etc. issued;

- (c) any other moneys received by the Board;
- (d) interest received from investment of such moneys as aforesaid.

(5) The total receipts only shall be shown under each of the heads specified in sub-rule (4) and the opening balance, if any, shall also be stated.

(6) Expenditure incurred in the year shall be shown under separate heads and sub-heads.

(7) The closing balance of the year shall be shown at the foot of the accounts on the expenditure side:

Provided an annual proforma account on accrual basis shall also be prepared for bringing out assets and liabilities as well as the details of reserves and investments.

35. Power to incur expenditure.—(1) Subject to the provisions of the Act and these rules the Board may incur such expenditure as it may think fit and write off losses upto Rs. 5,000 in any one case and may delegate to the Executive Committee or to the Chairman, or Secretary such financial powers as it may consider expedient:

Provided that, save with the sanction of the Central Government no expenditure shall be incurred which is in excess of the sanctioned budget allotment under any head.

(2) Reappropriations within a head of expenditure may be made by the Board and subject to clause (d) of Rule (18) the Board may delegate its powers in this behalf to the Executive Committee.

(3) Reappropriation between heads of expenditure shall not be made save with the previous sanction of the Central Government.

(4) The Board shall not incur expenditure outside India in excess of Rs. 20,000 on any one item without the previous sanction of the Central Government.

36. Borrowing Powers.—The Board may with the previous sanction of the Central Government borrow on the security of the Tea Fund or any other of its assets for meeting its expenses or for any other purposes referred to in Section 10 of the Act.

Provided that no loan shall be taken which is repayable later than six months from the date of the loan.

37. Contracts.—(1) The Board may enter into contracts provided that every contract which extends over a period of more than three years or involves expenditure in excess of Rs. 50,000 shall require the previous sanction of the Central Government.

(2) The Board may delegate to the Chairman or Secretary such power for entering into contracts on its behalf as it may think fit.

(3) Contracts shall not be binding on the Board unless they are executed by the Chairman or Vice-Chairman and by the Secretary with the previous approval of the appropriate authority concerned and the common seal of the Board is affixed thereto.

(4) Neither the Chairman nor Secretary nor any member of the Board shall be liable for any assurances or contract made by the Board but any liability arising under such assurances or contracts shall be discharged from the moneys at the disposal of the Board.

38. Custody and disbursement of funds.—(a) The net proceeds of customs duty levied under Section 25 of the Tea Act, 1953, shall first be credited to the Consolidated Fund of India.

(b) An equivalent amount shall then be credited to the Fund named the "Tea Improvement Fund" in "Section P—Deposits not bearing interests (B)—Reserve Funds."

(c) The licence fees levied and collected by the Board under Rule 28 shall be credited to the Tea Fund.

(d) All expenditure of the Tea Board shall be charged to a separate minor Head under the Major Head "43—Industries and Supplies". The expenditure will be met from the Tea Fund to which payments to be made by the Central Government to the Board under Section 26 of the Act shall also be credited.

(e) The current accounts of the Board shall be kept in banks approved by the Central Government.

(f) Withdrawal of funds shall require the sanction of the Chairman or the Vice-Chairman.

(g) Payments by or on behalf of the Board shall be made in cash or by cheque drawn against a current account of the Board.

39. Sending persons abroad.—The Board shall not send any officer of the Board or any member of the Board to places outside India without the previous sanction of the Central Government.

SCHEDULE—FORMS (See Rule 32)

Country Destination.....	*Country of Destination.....	*Country of Destination	*Country of Destination	*Country of Destination
	Quantity in words pounds	Quantity in words	Quantity in words	Quantity of words
	Signed..... <i>Manager or Agent(s)</i>	Signed..... <i>Manager or Agents (s)</i>	Signed..... <i>Manager or Agent(s)</i>	Signed..... <i>Manager or Agent(s)</i>
	To be completed by The Tea Board.			To be completed by The Tea Board.
	Initialled that this part has been compared with the original and duplicate.	Certified as passed for Export. For and on behalf of The Tea Board. <i>Joint Controller.</i> Dated.....	Initialled that License has been certified	Initialled that shipment has been entered in Record Sheet
Shipped per S.S....	Shipped per S.S.	Shipped per S. S.	Shipped per S. S.	Shipped per S. S.
(A) Number should start from 1 (B) If the Assam Bengal Railway attend to your Shipments, please indicate. (C) If a License is required for another Port or Frontier Station this should be stated.		Customs authority's orders Customs Officer's Signature	Dated	DUPPLICATE Certified as passed for Export. For and on behalf of The Tea Board. <i>Joint Controller.</i> Dated

FORM NO. I-A
THE TEA ACT, 1953
(See section 22)

Special Export License covering
Teas unshipped at 31st March 19..... shipment of which may be effected up to and including 31st May 19.....

Form No. I-A.

Copy to be retained at the Estate.

No. (A)

Date

Direct Tea Shipment Export License

Estate..... Registered No....
Post Office..... District.....
Port of Shipment.....
Shipping Agents (B).
(C).....

Particulars of Teas produced by the above estate, despatched for shipment.

Invoice No.	Chests	Net Weight in lbs.

FORM NO. I-A
THE TEA ACT, 1953
(See section 22)

Special Export License covering
Teas unshipped at 31st March 19..... shipment of which may be effected up to and including 31st May 19.....

Form No. I-A

Copy to be retained by Agents

No.

Date

Direct Tea Shipment Export License

Estate..... Registered No....
Post Office..... District.....
Port of Shipment.....
Shipping Agents..

Particulars of Teas produced by the above estate, despatched for shipment.

Invoice No.	Chests	Net Weight in lbs.

FORM NO. I-A
THE TEA ACT, 1953
(See section 22)

Special Export License covering
Teas unshipped at 31st March 19..... shipment of which may be effected up to and including 31st May 19.....

Form No. I-A

Copy to be retained by The Tea Board.

No.

Date

Direct Tea Shipment Export License

Estate..... Registered No....
Post Office..... District.....
Port of Shipment.....
Shipping Agents

Particulars of Teas produced by the above estate, despatched for shipment.

Invoice No.	Chests	Net Weight in lbs.

FORM NO. I-A
THE TEA ACT, 1953
(See section 22)

Special Export License covering
Teas unshipped at 31st March 19..... shipment of which may be effected up to and including 31st May 19.....

Form No. I-A

ORIGINAL for Customs Authorities

No.

Date

Direct Tea Shipment Export License

Estate... R gistered No....
Post Office ... District ...
Port of Shipment...
Shipping Agents ...

Particulars of Teas produced by the above estate, despatched for shipment.

Invoice No.	Chests	Net Weight in lbs.

FORM NO. I-A
THE TEA ACT, 1953
(See section 22)

Special Export License covering
Teas unshipped at 31st March 19..... shipment of which may be effected up to and including 31st May 19.....

Form No. I-A

DUPLICATE to be returned to the T.A. Board after shipment

No.

Date

Direct Tea Shipment Export License

Estate... Registered No....
Post Office. . . District . . .
Port of Shipment.
Shipping Agents

Particulars of Teas produced by the above estate, despatched for shipment.

Invoice No.	Chests	Net Weight in lbs.

*Country of Destination.....	*Country of Destination.....	*Country of Destination.....	*Country of Destination.....	*Country of Destination.....
		Quantity in words pounds. Signed <i>Manager or Agent(s)</i>	Quantity in words pounds. Signed <i>Manager or Agent(s)</i>	Quantity in words pounds. Signed <i>Manager or Agent(s)</i>
		To be completed by The Tea Board.	Certified as passed for Export. For and on behalf of The Tea Board.	To be completed by The Tea Board.
		Initialled that this part has been compared with the original and duplicate.	Joint Controller. Dated	Initialled that License has been certified Initialled that shipment has been entered in Record Sheet
(A) Number should start from 1. (B) If the Assam Bengal Railway attend to your Shipments, please indicate. (C) If a License is required for another Port or Frontier Station this should be stated.	Shipped per S. S.	Shipped per S. S.' Customs authority's orders	Customs Officer's Signature	DUPPLICATE. Certified as passed for Export For and on behalf of The Tea Board. Joint Controller. Dated
Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws promulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws promulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws promulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws promulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws promulgated thereunder.

FORM No. 2
THE TEA ACT, 1953
[See Sections 17 & 21]

Form No. 2.

Serial No.....
License No.....

Available only for export between 1st April 19
and 31st March 19 for tea pur-
chased in sale or privately,
carrying Export Rights.

Application by Messrs
This is to authorise
Messrs.....
to Export Chests/Pkgs. containing .. lbs. net weight [in words] ..
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

Joint Controller.

Country of Destination
Date of Application
Date License issued

Reference Buyer's Application Number
and Date
Initialled that authorisation has been certified
" " shipment has been debited against
Buyer's ledger account
Shipped per S. S.
Port of Shipment

Joint Controller.

FORM No. 2
THE TEA ACT, 1953
[See Sections 17 & 21]

Form No. 2.

License No.

Available only for export between 1st April 19
and 31st March 19 for tea pur-
chased in sale or privately,
carrying Export Rights.

ORIGINAL to be retained by Customs Authorities.

Date

This is to authorise
Messrs
to Export Chests/Pkgs. containing .. lbs. net weight [in words] ..
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

Joint Controller.

Country of Destination
I/We certify that the teas exported out of
India under this License were purchased by me/us
with Export Rights.

Exporter.

Shipped per S. S.
Port of Shipment
Date

Customs Authorities Orders

Customs Officer's signature

Date

FORM No. 2
THE TEA ACT, 1953
[See Sections 17 & 21]

Form No. 2

License No.

Available only for export between 1st April 19 and
31st March 19 for tea purchased in sale
or privately, carrying Export
Rights.

DUPLICATE for Customs Authorities.
[To be returned to the Joint Controller after
completion of export]

Date

This is to authorise
Messrs
to Export Chests/Pkgs. containing .. lbs.
Net weight [words] ..
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

Joint Controller.

Country of Destination
I/We certify that the teas exported out of India
under this License were purchased by me/us with
Export Rights.

Exporter.

Shipped per S. S.
Port of Shipment
Date

Customs Authorities Orders

Customs Officer's signature

Date

FORM No. 2-A
THE TEA ACT, 1953
(See Section 22)

o m No. 2-A.

Serial No.

License No.

Special Export License covering teas purchased in sale or privately carrying export rights, unshipped at 31st March 19 . shipment of which may be effected up to and including 19 .

Application by Messrs.

This is to authorise
 Messrs.
 to Export Chests/Pkgs. containing lbs.
 net weight (in words)
 of tea carrying Export Rights.
 For and on behalf of the Tea Board.

Joint Controller.

Country of Destination

Date of Application

Date License issued

Reference Buyer's Application Number
 and DateInitialled that authorization has been certified
 " " " shipment has been debited against Buyer's ledger account

Shipped per S. S.

Port of Shipment

Joint Controller

FORM No. 2-A
THE TEA ACT, 1953
(See Section 22)

Form No. 2-A.

License No.

Special Export License covering teas purchased in sale or privately carrying export rights, unshipped at 31st March 19 . shipment of which may be effected up to and including 19 .

ORIGINAL to be retained by Customs Authorities.

Date

This is to authorise

Messrs.
 to Export Chests/Pkgs. containing lbs.
 net weight (in words)

.... of tea carrying Export Rights.
 For and on behalf of the Tea Board.

Joint Controller.

Country of Destination

I/We certify that the teas exported out of India under this License were purchased by me/us with Export Rights.

Exporter.

Shipped per S. S.

Port of Shipment

Date

Customs Authorities Orders

Customs Officer's signature

Date

FORM No. 2-A
THE TEA ACT, 1953
(See Section 22)

Form No. 2-A.

License No.

Special Export License covering teas purchased in sale or privately carrying export rights, unshipped at 31st March 19 . shipment of which may be effected up to and including 19 .

DUPLICATE for Customs Authorities.
 (To be returned to the Joint Controller after completion of export.)

Date

This is to authorise

Messrs.
 to Export Chests pkgs. containing lb.
 net weight (in words)

.... of tea carrying Export Rights.
 For and on behalf of the Tea Board.

Joint Controller.

Country of Destination

I/We certify that the teas exported out of India under this License were purchased by me/us with Export Rights.

Exporter.

Shipped per S. S.

Port of Shipment

Date

Customs Authorities Orders

Customs Officer's signature

Date

FORM No. 3
THE TEA ACT, 1953
[See Section 21 (2)]

Form No. 3

Regd. No.....Estate.....

P. O.....District.....

Agents (if any).....

Dated 195 ..

**THE JOINT CONTROLLER,
TEA BOARD.**

DEAR SIR,

TRANSFER OF EXPORT QUOTA RIGHTS

I/We have to advise having SOLD to the.....
Tea Estate Regd. No.,.....(Quantity in words)
.....pounds (.....lbs.) of export quota rights.

Please register this transfer.

Yours faithfully,

In the case of an Agent signing on behalf of a
proprietor, evidence of his authority to sign must
be produced.

FORM No. 3-A
THE TEA ACT, 1953
[See Section 21 (2)]

Form No. 3-A

Regd. No.....Estate.....

P. O.....District.....

Agents (if any).....

Dated 195 ..

**THE JOINT CONTROLLER,
THE TEA BOARD.**

DEAR SIR,

TRANSFER OF EXPORT QUOTA RIGHTS

I/We have to advise having BOUGHT from the.....
Tea Estate Regd. No.,.....(Quantity in words).....
.....pounds (.....lbs.) of export quota rights.

Please register this transfer.

Yours faithfully,

In the case of an Agent signing on behalf of a
proprietor, evidence of his authority to sign must
be produced.

NOTE.—This transfer form in the case of Companies incorporated in Great Britain or Tea Estates owned by Proprietors not resident in India should be signed by their Secretaries or Agents or Managing Agents in India; in case of Companies incorporated in India by the Secretaries or Agents or Managing Agents, and in the case of privately owned Tea Estates by the Managing Proprietor, or by one Proprietor if he be sole owner who should append the words "Sole Proprietor" after his signature, or by their or his duly authorised Agent.

Form No. 4
Available only for shipment/despatch between 1st April
19 and 31st March 19 .

TRIPPLICATE to be retained by the Tea Board.

Address

Date

Messrs..... of the above address, are exporting from to via a total nett quantity of lbs. of tea, details of which are given below.

Messrs. guarantee that neither they themselves, nor any agent acting for them or on their behalf, nor the consignees or their agents or any agent acting for them or on their behalf, will re-export either the whole or any part of this tea, whether in original packages, repacked in chests or bags or re-marked or blended or packed, nor in any other form whatsoever either from nor from any other port.

FULL DETAILS TO BE GIVEN. Serial No....

Bro-Sale ker No.	Lot No.	No. of packages of each grade	Estate or Mark, or Blended Tea	Grade of Tea	Nett weight 'in lbs. per package
			Total		

Quantity in words

.....

FORM No. 4
The Tea Act, 1953
[See Sections 17 & 18]

Form No. 4

Available only for shipment/despatch between 1st April 19 and 31st March 19

ORIGINAL to be retained by the Customs authorities.

Address.....

Date

Messrs..... of the above address are exporting from to via a total nett quantity of lbs. of tea details of which are given below.

Messrs. guarantee that neither they themselves, nor any agent acting for them or on their behalf, nor the consignees or their agents or any agent acting for them or on their behalf, will re-export either the whole or any part of this tea, whether in original packages, repacked in chests or bags or re-marked or blended or packed, nor in any other form whatsoever either from nor from any other port.

FULL DETAILS TO BE GIVEN. Serial No....

Bro-Sale ker No.	Lot No.	No. of packages of each grade	Estate or Mark, or Blended Tea	Grade of Tea	Nett weight in lbs. per package
			Total		

Quantity in words

.....

Form No. 4
Available only for shipment/despatch between 1st April 19 and 31st March 19

DUPPLICATE to be submitted with original to Customs and returned to Tea Board by the Customs after shipment/despatch.

Address.....

Date

Messrs..... of the above address are exporting from to via a total nett quantity of lbs. of tea details of which are given below.

Messrs. guarantee that neither they themselves, nor any agent acting for them or on their behalf, nor the consignees or their agents or any agent acting for them or on their behalf, will re-export either the whole or any part of this tea, whether in original packages, repacked in chests or bags or re-marked or blended or packed, nor in any other form whatsoever either from nor from any other port.

FULL DETAILS TO BE GIVEN. Serial No....

Bro-Sale ker No.	Lot No.	No. of packages of each grade	Estate or Mark, or Blended Tea	Grade of Tea	Nett weight in lbs. per package
			Total		

Quantity in words

.....

Shipped by S. S. or train	Shipped by S. S. or train	Shipped by S. S. or train
From Port, or Railway Station via.....	From Port, or Railway Station via.....	From Port, or Railway Station via.....
To Port, or Railway Station	To Port, or Railway Station	To Port, or Railway Station
Date.....	Date.....	Date
Signature of Guarantor Firm or Individual despatching the consignment.....	Signature of Guarantor Firm or Individual despatching the consignment	Signature of Guarantor Firm or Individual despatching the consignment
.....

<i>Countersigned by—</i>	<u>NO OBJECTION</u>	<i>Countersigned by—</i>	<u>NO OBJECTION</u>	<i>Countersigned by—</i>	<u>NO OBJECTION</u>
.....	Signature of Customs Officer.....	.....	Signature of Customs Officer....	.....	Signature of Customs Officer....
<i>Joint Controller,</i> TEA BOARD.	<i>Date</i> Remarks	<i>Joint Controller,</i> TEA BOARD.	<i>Date</i> Remarks.....	<i>Joint Controller,</i> TEA BOARD.	<i>Date</i> Remarks
.....

FORM No. 5
THE TEA ACT, 1953
(See Sections 17, 21 & 24)
Export of Tea by Post

1	2	3
Description and weight of packing used		Gross weight of postal article in pounds (Column 1 added to Column 2)
Description	Weight in pounds	Net weight of tea in pounds

This license for the export of tea by post has been issued by me under Sections 17 & 21 of the Tea Act, 1953, to cover..... lbs. net of tea as per Column (2) above.

For and on behalf of

TEA BOARD

Signed *Joint Controller.*

FORM No. 5A
TEA BOARD

**Special Postal Export License valid
between 1st April and 31st May**

License No. for export of tea by post issue

This License for the export of tea by post has been issued under the Tea Act, 1953, to cover..... It

Dated..... 19....

FORM No. 6

THE TEA ACT, 1953

(See Section 17)

Permit for the export of tea seed

In pursuance of sub-section (2) of section 17 of the Tea Act, 1953 this permit is issued on behalf of the Central Government to..... for the export of tea seed in respect of the consignment described below—

Name of exporter	Name of tea garden from which tea seed is exported	Name of consignee	Description of consignment	Net weight in pounds of tea seed exported	Method of export
.....
.....
.....
.....

On behalf of the Central Government,

Signature.....

Dated.....

Designation.....

[No. 46(2)-Plant/53.]

A. NANU, Dy. Secy.

New Delhi, the 9th January 1954

S.R.O. 201.—In exercise of the powers conferred by section 14 of the Iron and Steel Companies Amalgamation Act, 1952 (LXXIX of 1952), the Central Government hereby makes the following amendments to the Iron and Steel Companies Amalgamation Rules published in the Government of India, in the Ministry of Commerce and Industry Notification No. SC(B)-45(22)/52, dated the 17th December, 1952, namely:—

In rule 7 of the said Rules, for clause (c), the following clause shall be substituted, namely:—

(c) for the second paragraph of article 107, the following shall be substituted, namely:—

“2. If the Government of India makes a loan or advance to the Iron and Steel Company in accordance with any agreement entered into between the Iron and Steel Company and the Government of India in this behalf, or guarantees to the International Bank for Reconstruction and Development the payment by the Company of any loan advanced to the Company by the said Bank, the Central Government shall be entitled, so long as the loan or advance or any portion thereof remains due to the Government of India or the said Bank, as the case may be, or to the bond holders on bonds issued in respect of any such loan by the said Bank, to be represented on the Board of Directors of the Iron and Steel Company by one Director appointed by it, and, notwithstanding anything contained in sub-section (2) of section 83B of the Indian Companies Act, 1913, such Director shall be deemed to be a Director appointed *ex-officio* whose period of office shall not be liable to determination at any time by retirement of directors in rotation. Such Director shall hold office during the pleasure of the Central Government and shall hold office until he is removed by the Central Government or dies or vacates his office under article 115. A Director appointed under this article is herein referred to as a nominated Director and if by reason of any appointment under this article the number of Directors exceed the maximum number fixed by or in accordance with article 108, one of the Directors (other than the nominated Director) then in office to be determined by the Board shall vacate office, and failing such determination within fourteen days of such appointment, one of the Directors (other than a nominated Director) who has been a Director for the shortest time shall vacate office at the expiration of the said period of fourteen days.”

[No. S.C.(B)-45(22)/52.]

B. B. SAKSENA, Dy. Secy.

New Delhi, the 12th January 1954

S.P.O. 202.—The following abstract of receipts and expenditure of the Central Tea Board for the period 1st October, 1950 to the 30th September 1951, is published in pursuance of sub-rule (4) of Rule 21 of the Central Tea Board Rules, 1950.

CENTRAL TEA BOARD.

Statement of Receipts and Expenditure account for the period from 1st October 1950 to 30th September 1951.

	RECEIPTS				EXPENDITURE						
	Rs.	as.	Rs.	as.	Rs.	as.	Rs.	as.			
I. To opening Balance:					I. By Administration of the Board:						
Amount brought forward from the Annual Accounts for 1949-50:					(i) Pay of Officers		73,625	3			
(a) Cash Balances:					(ii) Pay of Establishments		76,649	2			
(i) With Propaganda in India Section	2,220	15			(iii) Allowances, Honoraria, etc.		69,561	13			
(ii) With Divisional Offices	37,893	15			(iv) Other Charges, Contingencies etc.						
(iii) With Imperial Bank of India, Calcutta, Current A/c	6,06,054	9			(a) Travelling Expenses	32,083	7				
(iv) With I.T.M.E.B., London	17,308	5	7,63,477	12	(b) Office Rent	55,671	0				
(b) Deposit with Indian Post and Telegraph Deptt., Calcutta			7,500	0	(c) Postage, telegram and telephone	19,382	7				
(c) Advance remittance to I.T.M.E.B., London, for the year 1950-51					(d) Printing & Stationery	13,645	1				
			12,45,486	15	(e) Office Furniture and Equipment	2,246	15				
					(f) Legal & Audit fees	5,404	0				
					(g) Sundry Expenses	16,604	10				
					(h) Staff Lunch	7,920	7				
					(i) Reporters' Honoraria	520	0				
					(j) Books & Periodicals	1,443	2				
					(k) Foreign Service contribution	1,237	8				
					(l) Ad-hoc Committee	2	13	1,56,161	6	3,75,997	8
II. Moneys received under Section 12 of the Act					II. Propaganda in India :						
(i) From Collectors of Customs:					(i) Pay of Officers		73,575	3			
Calcutta	78,92,072	0			(ii) Pay of Establishment		4,76,644	8			
Bombay	92,695	6			(iii) Allowances, Honoraria, etc.		2,87,227	10			
Madras	12,75,177	12	92,59,945	2							
(ii) From the Collector of Central Excise, New Delhi					(iv) Other Charges, Contingencies etc.						
			236	6	(e) Contingent Establishment (wages to local hands)		7,724	12			

RECEIPTS— <i>contd.</i>			EXPENDITURE— <i>contd.</i>		
Rs.	as.	Rs.	as.	Rs.	as.
III. Other moneys received by the Board:				(b) Travelling Expenses .	1,25,086 9
(i) Contribution by the Indian Tea Licensing Committee towards the salary of the Chairman	14,000 0			(c) Tea Distribution Ingredients, etc.	2,38,038 6
(ii) Miscellaneous Receipts	33,760 1			(d) Propaganda Equipment	15,540 9
(iii) Sale proceeds of dry & liquid tea, etc. from the Propaganda Campaign in India	1,96,066 2	2,43,826 3		(e) Liveries .	567 15
				(f) Production and distribution of propaganda literature .	5,129 11
				(g) Propaganda in School	40 13
				(h) Production of Films .	45,260 0
				(i) Exhibition of films, running and maintenance of units .	18,812 12
				(j) Propaganda in prohibition area-posters .	10,468 12
				(k) Neon Signs .	15,485 0
				(l) Cost of space in Newspapers .	2,54,998 9
				(m) Subsidiary Food Canteen .	51,621 2
				(n) Office maintenance .	48,944 7
				(o) Miscellaneous .	15,009 10
				(p) Exhibition .	9,884 7
					8,62,613 6
					17,00,060 11
III. By Propaganda outside India:					
Remittance or propaganda abroad:—					
(i) International Tea Market Expansion Board Ltd., London .				12,95,372 7	
(ii) Tea Bureau U.S.A. .				17,83,462 8	
(iii) do. Canada .				5,94,633 11	36,73,468 10
Add:					
One quarter's advance remittance for the year 1950-51 shown with Closing Balance for 1949-50 and brought					

forward in the Accounts
for 1950-51:

(i) International Tea Market Expansion Board Ltd., London . . .	4,61,775	0
(ii) Tea Bureau—U.S.A.	5,94,487	8
(iii) do. Canada . . .	1,89,224	7 12,45,486 15

Add:

Central Tea Board's share
of unexpended balance
for 1949-50 brought
forward in the Accounts
for 1950-51 and deduct-
ed from the remittance
during 1950-51 . . .

1,17,308 5 50,36,263 14

IV. Research :

A sum of Rs. 4,00,000/-
set aside from the Tea
Improvement Fund A/c
to a Fixed Deposit A/c
with the Imperial Bank
of India, Netaji Subhas
Road Branch, Calcutta
and shown as a Reserve
Fund with the Closing
Balances . . .

Nil.

V. Statistics :

(i) Pay of Officers . . .	11,650	0
(ii) Pay of Establishment . . .	37,148	11
(iii) Allowances, Honoraria, etc. . .	19,245	4
(iv) Other Charges, Con- tingencies, etc. :		
(a) Survey Expenses . . .	14,283	12
(b) Travelling Expenses . . .	11,973	13
(c) Postage, telegram and telephone . . .	670	0
(d) Printing & Stationery . . .	1,309	5
(e) Hollerith Tabulating Machine . . .	11,565	15

RECEIPTS—*contd.*EXPENDITURE—*contd.*

Rs. as.

Rs. as.

Rs. as.

Rs. as.

Rs. as.

Rs. as.

(f) Furniture, fixture and fittings

2,250 12

(g) Sundry Expenses

2,697 1

VI. *Labour Welfare:*

Amount contributed for labour welfare measure

44,750 11 1,12,794 10

VII. *Provident Fund Contribution:*

Amount contributed on Provident Fund A/c for employees of the Board under the Major Heads—“Administration”, “Propaganda in India” and “Statistics”

3,85,000 0

50,967 2

VIII. *By Assets and Liabilities Adjustments:*

Adjustment on account of sundry receipts and payments for the year 1949-50.

1,08,703 0

IX. *Closing Balances* .

(i) Cash in hand (General)

4,551 12

(ii) Petty cash in hand

171 7

(iii) Registered covers & Revenue stamp

24 11

(iv) Deposit with the Presidency Postmaster, G.P.O., Calcutta, on account of franking of postage

864 10

(v) With Imprest-holders both cash and bank balances on account of Field Propaganda in India

13,438 3

(vi) With I. B. I. Netaji 33,45,845
 Subhas Road Branch,
 Calcutta, on current ac-
 count—Tea Improvement
 Fund Account.
 (vii) With I.B.I. Netaji 4,00,000 0
 Subhas Road Branch,
 Calcutta on Fixed Deposit
 Account as a Reserve
 Fund for Research work
 (viii) Suspense 101 8
 (ix) Recoverable Advances 8,502 0

37,73,499 3

Less

(a) Income Tax on staff salary payable in October 1951.	784 5
(b) Provident Fund Subscription (Old Members) Payable in October 1951	5,902 7
(c) Provident Fund Subscription and the Board's Contribution for new entrants kept in suspense	10,528 4
(d) Excess collection over capital outlay in the Annapurna Cafeteria, New Delhi, held in suspense.	5,598 10 22,813, 10 37,50,685 9

TOTAL . . 1,15,20,472 6

TOTAL . . 1,15,20,472 6

(Sd) J.C. MUKERJEE, 16-7-53. (Sd) S.N. LAHIRI, (Sd) K C BASAK—
 Internal Audit Officer, 24-7-53, 31-7-53,
 Secretary. Chairman.

(Sd) S P. BHATTACHARJI, 16-7-53, (Sd) A E HAZELL, 16-7-53,
 Asstt Accountant. Accounts Superintendent.
 [No. 81(4)—Tea/Plant/52.]
 P. V. S. SARMA, under Secy.

ORDER

New Delhi, the 6th December 1953.

S.R.O. 203.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (LXV of 1951), read with paragraph 1(b) of the Order of the Government of India in the Ministry of Commerce and Industry, No. S.R.O. 2317, dated the 17th December, 1953, the Central Government hereby appoints Shri Radheshyam Prajya, National Engineering Workers' Union, C/o The Hind Cycles Ltd., Bombay, to be a member of the Development Council established by the said order, for the scheduled industry engaged in the manufacture and production of bicycles, to represent the interests of the persons employed in industrial undertakings in the said Scheduled industry.

[No. 5(5)LA(G)/53.]

P. S. SUNDARAM, Under Secy.

ORDERS

New Delhi, the 7th January 1954

S.R.O. 204.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply, No. S.R.O. 503, dated the 2nd September, 1950, in so far as it relates to the fixation of maximum price of caustic soda, the Central Government hereby fixes in respect of 241 cwts. (net) of caustic soda solid and 98 cwts. (net) of caustic soda flakes per s.s. "Indian Endeavour" and 1079 cwts. (net) caustic soda solid and 984 cwts. caustic soda flakes per s.s. "Braunfels" imported by Messrs Chemidye Trading Company Ltd., Kamar Building, Cawasji Patel Street, Fort, Bombay, from Western Germany during the month of November 1953, and specified in Column 1 of the Schedule annexed hereto, the price specified in the corresponding entries of columns (2) (3), (4) and (5), as the maximum price which may respectively be charged for every cwt. of such caustic soda solid or caustic soda flakes, as the case may be, by an importer, distributor, wholesale dealer and a retail dealer.

SCHEDULE

(1)	(2)	(3)	(4)	(5)
Variety of Caustic Soda.	Maximum price that may be charged by the importer.	Maximum price that may be charged by a distributor.	Maximum price that may be charged by a wholesale dealer.	Maximum price that may be charged by a retail dealer.
Caustic soda (solid) ex-s.s. "Indian Endeavour"	Rs. 32-13-0 per cwt. net Ex-godown/F.O.R. Bombay.	The price specified in Column 2 PLUS	The price specified in Column 3 PLUS	The price specified in Column 4 PLUS
		(a) actual Railway freight by goods train or actual transport charges by sea from Bombay to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	a margin not exceeding annas eight per cwt.	a margin not exceeding Rs. 1-12-0 per cwt.

(1)	(2)	(3)	(4)	(5)
Caustic soda (flakes) ex- s.s. 'Indian Endeavour'.	Rs. 37-4-0 per cwt. net Ex- godown/F.O.R. Bombay.	The price specified in Column 2 PLUS	The price specified in Column 3 PLUS	The price specified in Column 4 PLUS
		(a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	a margin not exceeding annas eight per cwt.	a margin not exceeding Rs. 1-12-0 per cwt.
Caustic soda (solid) ex- s.s. 'Braunfels'.	Rs. 31-6-0 per cwt. net Ex- godown/F.O.R. Bombay.	Do.	Do.	Do.
Caustic soda (flakes) ex- s.s. 'Braunfels'.	Rs. 34-14-0 per cwt. net ex- godown/F.O.R. Bombay.	Do.	Do.	Do.

NOTE.—These prices are exclusive of local taxes such as Sales Tax, Octroi and other local taxes which may be charged extra.

[No 9-1. P.(B) (7)/53.]

New Delhi, the 11th January 1954

S.R.O. 205.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply, No. S.R.O. 503 dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of caustic soda the Central Government hereby fixes in respect of 16 39. 75 cwts. (net) of caustic soda solid imported by Messrs Eastern Import and Export Company P.O. Box No. 1902, Jan Mansion, Sir Phirozshah Mehta Road, Fort, Bombay per s.s. "Steel Vendor" from U.S.A. during the month of June 1952, and specified in column 1 of the schedule annexed hereto the price specified in the corresponding entries of columns (2), (3), (4) and (5), as the maximum price which may be charged respectively for every cwt. of such caustic soda by an importer, distributor, wholesale dealer and a retail dealer.

SCHEDULE

Variety of caustic soda	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
1	2	3	4	5
Caustic soda solid.	Rs. 30-2-0 per cwt. (net) Ex- godown/F.O.R. Bombay.	The price specified in Col. 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination and (b) handling charges not exceeding annas eight per cwt.	The price specified in Column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in Column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.

NOTE.—These prices are exclusive of local taxes such as sales Tax, Octroi and other local taxes which may be charged extra.

[No. 7-IP(B)(34)/52.]

T. S. KUNCHITHAPATHAM, Under Secy.

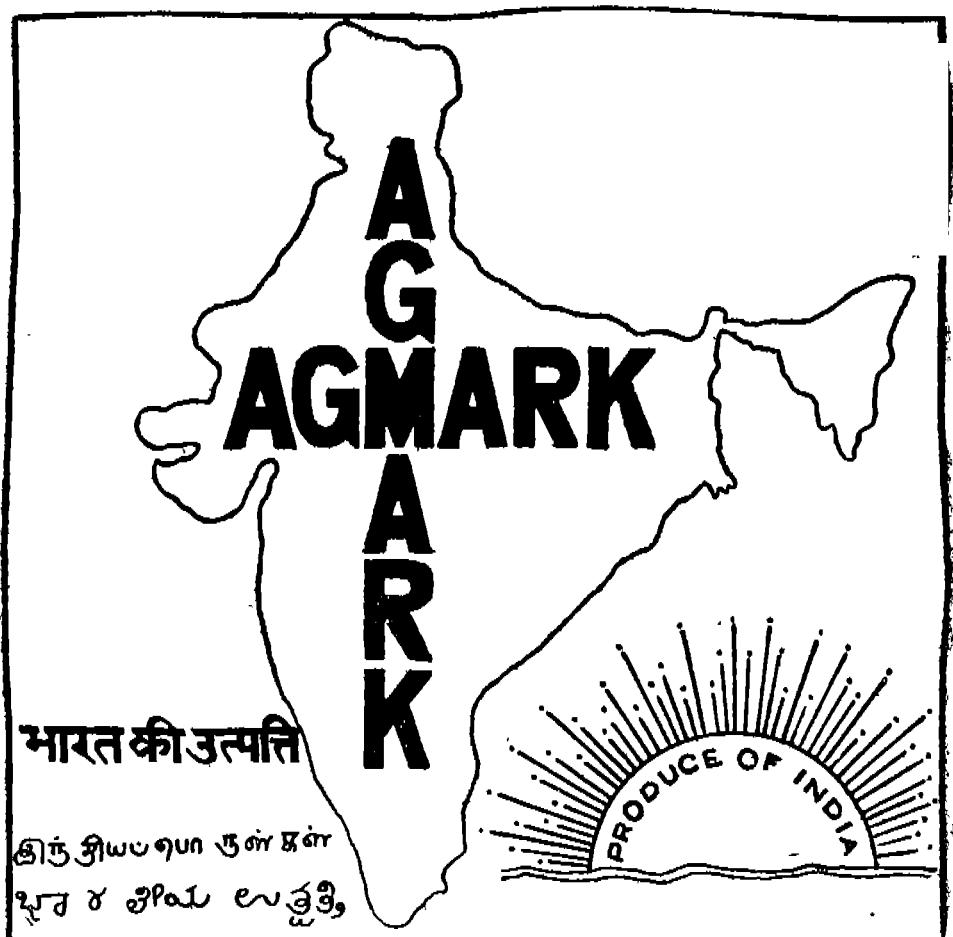
**MINISTRY OF FOOD AND AGRICULTURE
(Agriculture)**

New Delhi, the 31st December 1953

S.R.O. 206.—In exercise of the powers conferred by Section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government is pleased to direct that the following further amendment shall be made in the Sann Hemp Grading and Marking Rules, 1942, the same having been previously published as required by the said Section, namely:—

In Schedule I to the said Rules—

The existing grade designation mark for bales of Sann Hemp shall be substituted by the following grade designation mark:—



The amendment to the said Rules will take effect from the 1st January, 1954.

[No. F.2-12/53-Dte.II.]

S. D. UDHRAIN, Under Secy.

(Agriculture)

CORRIGENDUM

New Delhi, the 7th January 1954

S.R.O. 207.—In the Ministry of Food and Agriculture Notification of even number, dated the 16th December, 1953, regarding nomination of Sh. V. V. Joseph to the Indian Central Coconut Committee.

Read 31st March, 1955 for 31st March 1956.

[No. F.20-14/53-Comm-II.]

New Delhi, the 9th January 1954

S.R.O. 208.—In exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (IX of 1946), the Central Government hereby makes the following amendment in the Indian Oilseeds Committee Rules, 1947, the same having previously been published as required by sub-section (1) of the said section, namely:

In Form 'B' annexed to the said Rules, for the words "ten days" the words "thirty days" shall be substituted.

[No. F.5-55/53-Com-I.]

New Delhi, the 12th January 1954

S.R.O. 209.—In pursuance of Clause (2) of Section 6 of the Indian Coconut Committee Act, 1944, the Central Government is pleased to notify the appointment of Shri C. R. Iyyunni, member of the House of the People, as a member of the Indian Central Coconut Committee, from the date of this Notification to 31st March, 1956, vice Shri P. T. Chacko, who has resigned his seat in the House of the People.

[No. F.2-56/52-Com.II.]

F. C. GERA, Under Secy.

New Delhi, the 11th January 1954

S.R.O. 210.—In exercise of the powers conferred by clause 11 of the Sugar and Gur Control Order, 1950, the Central Government, subject to any general or special orders which may from time to time be issued by it in this behalf, is pleased to direct that the powers under clause 3 of the said Order shall also be exercisable by the Cane Commissioner U.P. for the purpose of allowing deduction of As. 2 per maund in the minimum price of sugarcane fixed under Government of India in the Ministry of Food and Agriculture Notification No. S.R.O. 1793 dated the 25th September, 1953, for the 1953-54 crushing season to the Govind Sugar Mills Ltd., Lakhimpore Kheri in the interest of the cane growers and to enable the said factory to function during 1953-54 season.

[No. SV-101(1)/53-54.]

P. A. GOPALAKRISHNAN, Joint Secy.

(Agriculture)

ORDER

New Delhi, the 12th January 1954

S.R.O. 211.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby cancels the Bombay Hay (Control) Order, 1951 published with the notification of the Government of Bombay in the Civil Supplies Department No. 34/Hay, dated the 21st August, 1951.

[No. F.33-3/53-P.C.III.]

S. R. SEN, Dy. Secy.

(Food)

New Delhi, the 5th January 1954

S.R.O. 212.—In pursuance of the provisions of sub-clause (3) of clause 1 of the Foodgrains (Licensing and Procurement) Order, 1952, the Central Government hereby directs that the provisions of clauses 1, 2, 4, 5, 6, 7 and 8 of the said Order shall come into force on the 5th January, 1954 and the provisions of clauses 3 and 9 to 13 thereof on the 21st January, 1954, in respect of jowar, bajra and maize, in the areas in Bombay State specified in the Schedule annexed to the Notification of the Government of India, in the Ministry of Food and Agriculture No. S.R.O. 212, dated the 30th December, 1952.

[No. PYII-654(8)/53-54.]

New Delhi, the 8th January 1954

S.R.O. 213.—In pursuance of the provisions of sub-clause (3) of clause 1 of the Foodgrains (Licensing and Procurement) Order, 1952, the Central Government hereby directs that the said Order shall come into force on the 15th January 1954 in Greater Bombay and 31 villages in the Thana district specified in the Appendix hereto, in respect of wheat imported into India from any place outside India.

APPENDIX

(1) Akha (2) Erangal (3) Kandivali (4) Kurad (5) Gundgaon (6) Charkhop (7) Daravali (8) Nahur (9) Borivli (10) Mandapeshwar (11) Marve (12) Malavani (13) Mulund (14) Shimpavli (15) Eksar (16) Goregaon (17) Dahisar (18) Pahadi (19) Poisar (20) Nagothana (21) Valnai (22) Vadhvan (23) Akurli (24) Chinchaval (25) Dindoshi (26) Ara (27) Sai (28) Tulsi (29) Malad (30) Kaneri (31) Klerabad.

[No. PYII-654(8)/53-54.]

S. N. BHALLA, Dy. Secy.

(Food)

ORDER

New Delhi, the 12th January 1954

S.R.O. 214.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following further amendments shall be made in the Foodgrains (Licensing and Procurement) Order, 1952, namely:—

In the said Order—

1. in clause 7A, after the word "licencc" wherever it occurs, the words "or exemption certificate" shall be inserted;
2. in clause 9, after sub-clause (2), the following sub-clause shall be inserted, namely:—

“(3) The State Government or an officer authorised by that Government in this behalf may cancel an exemption certificate if it is considered expedient in the public interest to do so or if it is noticed that the orders and directions subject to which the exemption has been granted, are not being observed”.

[No. PYII-652(15)/53.]

R. S. KRISHNASWAMY, Joint Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 7th January 1954

S.R.O. 215.—In exercise of the powers conferred by sub-sections (1) and (2) of section 8 of the Cinematograph Act, 1952 (XXXVII of 1952), the Central Government hereby directs that the following further amendments shall be made in the Cinematograph (Censorship) Rules, 1951, namely:—

In the said Rules—

- (1) in clause (viii) of rule 2, for the words "State of Madras", the words "States of Madras, Andhra, Mysore, Travancore-Cochin and Hyderabad" shall be substituted;
- (2) clause (iv) of rule 12 shall be omitted;
- (3) in sub-rule (3) of rule 22—
 - (a) in clause (b) and the first proviso thereto, the words "typed or printed", in both the places in which they occur, shall be omitted;

(b) in clause (c), after the words "original certificate" the words "or a duplicate certificate or, where the original certificate did not bear a triangle mark, a photostat copy of the certificate" shall be inserted;

(4) rule 23 shall be omitted;

(5) in rule 26, the proviso to sub-rule (5) and the proviso to sub-rule (9A) shall be omitted;

(6) in rule 27D, in sub-rule (1), for the words "by the District Magistrate" the words "in pursuance of an order passed by the District Magistrate or any magistrate of the first class empowered in this behalf by the District Magistrate", shall be substituted;

(7) for rule 27E, the following rule shall be substituted, namely:—

"27E. *Information and documents to be given to distributors with respect to certified films as required under section 6A of the Cinematograph Act, 1952 (XXXVII of 1952)*—(1) Any person who delivers any certified film to any distributor or exhibitor shall notify in writing to the distributor or exhibitor, as the case may be, all the particulars respecting the film mentioned in section 6A of the Cinematograph Act, 1952 (XXXVII of 1952) together with such other particulars as may be specified on the obverse and the reverse of the certificate granted by the Board in respect of that film.

Explanation.—Delivery of a duplicate copy of the certificate or a copy thereof duly attested to be a true copy by a magistrate shall be deemed to be a sufficient compliance with the provision of this rule.

(2) The provision of sub-rule (1) shall apply in relation to an amendment of a certificate in respect of a film, as it applies in relation to the certificate itself;"

(8) in rule 29—

(a) in sub-rule (1), for the word and letters "Form IIA", the word and letters "Form II" shall be substituted;

(b) in sub-rule (2), after the first proviso, the following proviso shall be inserted, namely:—

"Provided further that where a film is altered by excision only, it shall not ordinarily be necessary to appoint an Examining Committee, unless the Regional Officer in any case otherwise directs;"

(c) after sub-rule (2), the following sub-rule shall be inserted, namely:—

"(3) The Examining Committee, appointed under sub-rule (2), shall consist of one member of the Advisory Panel and the Regional Officer or Assistant Regional Officer:

Provided that where both the Regional Officer and the Assistant Regional Officer are unavoidably absent at the examination of the film or any reel thereof, the Examining Committee shall consist of two members of the Advisory Panel;"

(9) rule 30 shall be omitted;

(10) in rule 32, the existing "Explanation" shall be numbered as *Explanation (1)*, and after *Explanation (1)* as so numbered, the following Explanation shall be inserted, namely:—

"*Explanation (2).*—No fee shall be chargeable for any endorsement made by the Board on a certificate in respect of the alteration of a film under rule 29 in cases in which the necessity for appointment of an Examining Committee is dispensed with under the second proviso to sub-rule (2) of the said rule;"

(11) for rule 33A, the following rule shall be substituted, namely:—

"33A. *Advertisement of films.*—Any person advertising a film certified for public exhibition restricted to adults or the exhibition of such film by means of insertions in newspapers, hoardings, posters or handbills shall, after the date of its certification, indicate in such insertions in newspapers, hoardings, posters or handbills that the film has been certified for public exhibition restricted to adults only;"

(12) in the Schedule—

(a) Form II shall be omitted;

- (b) Form IIA shall be re-numbered as Form II;
- (c) Form V shall be omitted;
- (d) Form VII shall be omitted.

[No. F.6/14/53-F.II(C.C.R.A/9).]

New Delhi, the 8th January 1954

S.R.O. 216.—In exercise of the powers conferred by sub-rule (2) of Rule 3 of the Cinematograph (Censorship) Rules, 1951, read with section 3 of the Cinematograph Act, 1952 (XXXVII of 1952), the Central Government hereby appoints (1) Dr. P. Parija and (2) Srimati Sucheta Kripalani as members of the Central Board of Film Censors with effect from 15th January 1954 vice Sri C. R. Srinivasan and Sri Tushar Kanti Ghosh retired.

[No. 8/20/53-F.II.]

D. KRISHNA AYYAR, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 4th January 1954

S.R.O. 217.—In exercise of the powers conferred by section 33 of the Drugs Act, 1940 (XXIII of 1940), the Central Government hereby directs that the following further amendments shall be made in the Drugs Rules, 1945, the same having been previously published as required by the said sections, namely:—

I. In the said Rules—

for the existing proviso to clause (4) of rule 65, the following proviso shall be substituted, namely:—

“Provided that this condition shall not apply to the supply of drugs specified in Schedule C on the prescription of a registered medical practitioner or by way of wholesale dealing.”

II In Schedule A to the said Rules—

1. In Form 20, to the conditions of licence, the following shall be added, namely:—

“5. No sale of any drug shall be made for purposes of re-sale to a person not holding a licence to sell, stock, or exhibit for sale, or distribute the drug:

Provided that this condition shall not apply to the sale of any drug to—

(a) an officer or authority purchasing on behalf of the State Government, or

(b) a hospital, dispensary, medical or research institution or registered medical practitioner for supply to his own patients.”

2. In Form 21, to the conditions of licence, the following shall be added, namely:—

“5. No sale of any drug shall be made for purposes of re-sale to a person not holding a licence to sell, stock, or exhibit for sale, or distribute the drug:

Provided that this condition shall not apply to the sale of any drug to—

(a) an officer or authority purchasing on behalf of the State Government, or

(b) a hospital, dispensary, medical or research institution or registered medical practitioner for supply to his own patients.”

[No. F.1-22/51-DS.1]

New Delhi, the 5th January 1954

S.R.O. 218.—In exercise of the powers conferred by section 12 of the Drugs Act, 1940 (XXIII of 1940), the Central Government hereby directs that the follow-

ing further amendments shall be made in the Drugs Rules, 1945, the same having been previously published as required by the said section namely:—

In the said Rules—

in sub-rule (1) of rule 40 after the words 'Director of the said laboratory' the words 'or any other officer empowered by him in this behalf, subject to the approval of the Central Government' shall be inserted;

In rule 41—

in sub-rule (1), after the words 'If the Director of the laboratory appointed for the purpose by the Central Government' the words 'or any other officer empowered by him in this behalf subject to the approval of the Central Government' shall be inserted,

in sub-rule (2) after the words 'If the Director of the laboratory appointed for the purpose by the Central Government', the words 'or any other officer empowered by him in this behalf subject to the approval of the Central Government' shall be inserted.

[No. F.7-7/47-D.]

KRISHNA BIHARI, Under Secy.

**MINISTRY OF COMMUNICATIONS
(Posts and Telegraphs)**

New Delhi, the 5th January 1954

S.R.O. 219.—In exercise of the powers conferred by section 9 of the Indian Post Office Act, 1898 (VI of 1898), the Central Government hereby directs that the following further amendment shall be made in the Indian Post Office Rules, 1933, namely:—

After sub-rule (3) of rule 30 of the said Rules, the following note shall be inserted, namely:—

"**NOTE.**—Application for renewal of registration shall be made at least one month before the expiry of the previous registration. A late fee of Rs. 5 shall be charged for each application for renewal received later than the last day of the calendar month preceding the last month of the period of previous registration. Registration of newspapers, applications for renewal of registration of which are made within a month prior to the date of expiry, shall be renewed within a week from the date of receipt of the application for renewal if accompanied with the prescribed late fee of Rs. 5 (five only) and in case the previous registration expires before registration is renewed the paper shall be prepaid at book packet rates pending issue of the renewal. In case the application for renewal is received after the date of expiry of the previous registration, fresh enquiries as in case of first registration shall be necessary and a fresh registration number shall be allotted in such case."

[No. C.16-31/53.]

V. M. BHIDE, Dy. Secy.

New Delhi, the 6th January 1954

S.R.O. 220.—In exercise of the powers conferred by rule 160 of the Indian Aircraft Rules, 1937, the Central Government hereby directs that during the period from the 1st January 1954 to 31st December 1954, the following concessions shall be admissible to candidates for the grant of a Commercial Pilots' 'B' Licence, namely:—

1. Every such candidate shall be permitted to re-appear not more than thrice (instead of twice) for examination in any of the groups of the technical examination specified in paragraph 3 of Section C in Schedule II to the said Rules, in which he has failed.

2. The total period during which any such candidate shall pass in all the groups of the said technical examination shall be one year (instead of six months) from the date of the first successful examination.

3. The flying tests specified in Section 'C' of Schedule II to the said Rules shall continue to be carried out within a maximum period of two months from the date of the first test undertaken and together with the technical examinations specified in that Section shall be completed within the overall period of 12 months from the date of the first successful examination (instead of nine months) preceding the date of receipt in Director General of Civil Aviation's Office of complete papers for the issue of the licence.

[No. 10-A/78-52.]

D. R. KOHLI, Under Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 4th January 1954

S.R.O. 221.—In exercise of the powers conferred by sub-section (1) of section 216A of the Indian Merchant Shipping Act, 1923 (XXI of 1923), read with clause (o) of sub-section (1A) of that section, the Central Government hereby makes the following rules, the same having been previously published as required by sub-section (1) of section 216A of the said Act, namely:—

RULES

1. *Short title.*—These Rules may be called the Indian Merchant Shipping (Pilot Ladders) Rules, 1953.

2. *Application of the Rules.*—These Rules shall apply to—

(i) Indian ships of over 200 tons,

(ii) other ships which are required to carry a pilot under section 31 of the Indian Ports Act, 1908 (XV of 1908), while they are in any port in India

Provided that these Rules shall not apply to a ship by reason of her being within a port in India if she would not have been in any such port but for stress of weather or any other circumstances that neither the master nor the owner nor the charterer (if any) of the ship could have prevented or forestalled.

3. *Provision of Pilot Ladders.*—(1) Every ship to which these Rules apply shall be provided with a pilot ladder which shall comply with the following requirements of this rule.

(2) Every pilot ladder shall be efficient for the purpose of enabling a pilot to embark and disembark safely from the ship and, without prejudice to the generality of the foregoing provision, shall be of sufficient length to reach the water, when the ship is in an unloaded condition and has no list, from the deck on which it is intended that the pilot shall embark and disembark.

(3) A man-rope of not less than $2\frac{1}{2}$ inches circumference shall be provided on each side of the ladder and the inboard end of the man-rope shall be firmly secured to the ship.

(4) Means shall be provided to enable the ladder to be used on each side of the ship and to enable the pilot to pass safely from the head of the ladder to the deck of the ship.

(5) A light shall be provided which will shine alongside the ship so as to illuminate the ladder effectively at night.

4. *Penalty.*—Whoever contravenes any provision of these rules shall be punishable with fine which may extend to two hundred rupees, and, when the breach is a continuing one, with a further fine which may extend to twenty rupees for every day after the first during which the breach continues.

[No. 51-MA(2)/53.]

New Delhi, the 5th January 1954

S.R.O. 222.—In exercise of the powers conferred by sub-section (2) of section 1 of the Indian Merchant Shipping (Amendment) Act, 1949 (LIII of 1949), the Central

Government hereby appoints the 15th day of January 1954 as the date on which the said Act shall come into force.

[No. 12-MS(41)/53.]

S. K. GHOSH, Dy. Secy.

(Transport Wing)

PORTS

New Delhi, the 11th January 1954

S.R.O. 223.—In exercise of the powers conferred by clause (jj) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), the Central Government hereby directs that the following rules for the use of space in the Port's godown at Fort Cochin belonging to the Port of Cochin, shall be made with effect from 15th January, 1954, the same having been previously published, as required by sub-section (2) of the said section, namely:—

RULES

1. The following rules shall apply to all goods including personal effects landed at or brought for shipment to the Port's godowns at Fort Cochin.

2. Goods other than bag cargo shall be allowed to remain free of charge for six working days and bag cargo for three working days excluding Sundays and holidays reckoned from the date of completion of Steamer's discharge in the case of imports and from the actual day of the receipt of the goods in the premises in addition to the days the vessel in which shipment is effected remains in port in the case of exports. In calculating the free period, the day of landing and the day of clearance will not, however, be reckoned.

Exceptions

The following periods shall be excluded from the calculation of any period for which free storage is allowed under this rule:—

- (a) Any period in respect of which the Head of the Customs Department at the Port certifies that the goods were detained by him for no fault or negligence on the part of the importers.
- (b) Any period during which goods are detained by the Health Officer or any other officer duly authorised by the Administrative Officer, Cochin Harbour, in this behalf, before being destroyed.

3. After the above free period, rent will be charged during the first week at the rates given in the Schedule below. After the first week, twice the rates will be charged during the second week and thrice the rates during the third and succeeding weeks in respect of cargo other than bag cargo. For bag cargo rent at thrice the rates in the Schedule will be charged for the second and succeeding weeks.

SCHEDULE

Rate per day

A. P.

Description of packages

1. Bags and Bales—

Small, not weighing more than 350 lbs.	:	:	:	:	:	:	o	2
Large, weighing more than 350 lbs.	:	:	:	:	:	:	o	3

2. Cases and Crates—

Not exceeding 2 cubic feet	:	:	:	:	:	:	o	1
Over 2 and not exceeding 6 cubic feet	:	:	:	:	:	:	o	2
Over 6 and not exceeding 17 cubic feet	:	:	:	:	:	:	o	3
Over 17 and not exceeding 25 cubic feet	:	:	:	:	:	:	o	6
Over 25 and not exceeding 50 cubic feet	:	:	:	:	:	:	o	9
Above 50 cubic feet	:	:	:	:	:	:	i	0

	Rate per day	A.	P.
3. Casks, Kegs, drums and jars—			
If contents are liquid—			
Not above 30 gallons capacity		0	3
Above 30 gallons and not above 60 gallons capacity		0	6
Above 60 gallons capacity		0	9
If contents are solid, or semi-solid such as paints, alizarine, cement, chalk, tar, pitch etc.—			
Not exceeding one foot in height		0	1
Above 1 and not exceeding 3 feet in height		0	2
Above 3 and not exceeding 4 feet in height		0	3
Above 4 and not exceeding 5 feet in height		0	5
Above 5 feet in height		0	6
4. Metals of all kinds, including pipes and tubes, copper, yellow metal sheets hardware, also loose articles, such as bricks, tiles, stones, marble slabs, rattan (in bundles), shovels (in bundles), etc. per cwt.		0	2
5. Carries and motor cars, each		6	0
6. Machinery unpacked, per cwt.		0	3
7. Combustibles		*	
8. Valuables, viz. bullion, silver lametta thread, jewellery and silver goods		†	
9. Timber per ton of 50 cubic feet		0	5
10. Articles not enumerated, per cwt.		0	2

*Treble the rates quoted for cases and crates of similar size.

†Quadruple the rates shown for cases and crates of similar size.

4. No free period shall however be allowed in respect of goods free of shipping fees.

5. The lowest charge payable under these rules will be one anna.

6. The Administrative Officer, Cochin Harbour may in special cases, remit the whole or any portion of the charges leviable under these rules.

7. The Port does not assume any custody or responsibility for goods. They remain on port premises in the custody and at the sole risk and responsibility of the owners or steamer agents as the case may be.

8. The Port does not undertake to supply any labour for handling goods in and out of the warehouses and the parties concerned should supply their own labour.

[No. 6-PII(33)/51.]

C. PARTHASARATHY, Dy. Secy.

MINISTRY OF LABOUR

New Delhi, the 5th January 1954

S.R.O. 224.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the South Bulliaree Kendwadih Colliery and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE NO. 1 OF 1953.

PRESENT:

Shri L. P. Dave, B.A., LL.B., Chairman.

PARTIES:

The employers in relation to the South Bulliaree Kendwadih Colliery.

AND

Their workmen.

APPEARANCES:

Shri D. L. Sen Gupta, Advocate—For the workmen.

Shri S. S. Mukherjea, B.Sc., B.L. Pleader—For the employers.

AWARD

By Government of India, Ministry of Labour Order No. LR.2(396)I, dated 17th March 1953, as amended by Order of even number dated 13th May 1953, the dispute between the employers in relation to the South Bulliaree Kendwadih colliery and their workmen regarding the following matters has been referred to this Tribunal for adjudication:—

1. Rates of wages for workmen in Pit No. 7.
2. Retrenchment compensation and/or gratuity to employees of the Kendwadih Power House who have been retrenched as a result of the closure of the Power House.
3. House rent allowance, family allowance and dependents' ration at concessional rates for workers who are not allotted quarters and are residing in rented houses.

2 Notices were issued both to the management and the workmen. The workmen filed their written statement, Exhibit 5. The earlier part of this written statement relates to one Nokhai Gope who has been discharged by the company, dispute about which is the subject matter of Reference No. 4 of 1953. The written statement then traces the history of the Union, and goes on to state that the South Bulliaree Kendwadih branch of the Bihar Colliery Mazdoor Sang was formed on 1st September 1952 and the management were informed about it on 5th September 1952. On 26th September 1952, the company gave a notice of closing its Power House with effect from 11th October 1952. On 28th October 1952, the rates of the miners were cut and the miners thereupon resorted to a strike. The rate per tub for the miners for machine cut coal was Rs. 1-9-6 but the company arbitrarily reduced it to 0-15-0 from 27th October 1952. The employer's contention was that a machine had been set up in Pit No. 7 only on 24th October 1952; but even when the machine was originally put in Pit No. 2 in 1948, the miners were paid at the rate of 1-9-6 per tub. At any rate, the miners were never told about the reduction of the rates and were actually paid at the rate of 1-9-6 for two days after the machine was introduced. The workmen thus allege that the company's motive was *mala fide* and is to harass the miners for joining the new union. They also urge that the retrenchment of the workmen of the Power House was *mala fide*. No relief was offered to them either in the form of gratuity or compensation. It is then contended that according to the Conciliation Board's Award, the workmen are to get among other things a cash concession of 0-3-6 per attendance if he is alone, 0-4-6 if he has one dependent, and 0-6-6 if he has more than one dependent. He has also to get 1/4th seer of free rice per attendance. The company has however made a rule that unless a man finds accommodation in the company's dourahs, he is not to be given the benefits allowed in respect of his dependents. The workmen also claim that arrangements should be made for their housing by the employers because it is their obligation to do so. It is urged that other employers give house rent allowance and the workmen therefore made demands for the same. The workmen claim that the miners of Pit No. 7 should be paid at 1-9-6 per tub from 28th October 1952; that the workmen of the Kendwadih Power House who have been retrenched are entitled to retrenchment relief at the rate of three weeks' wages for each year of service subject to a minimum of six months of total emoluments, bonus, train fare, wage for leave and gratuity. Lastly the workmen claim that they should be paid house rent allowance at 10 per cent. of their wages subject to a minimum of Rs. 6 per month from January 1953 and that family allowance as given in the form of cash concession should be given even to those workmen who have got no accommodation in the company's dourahs, and also that benefits for dependents' rations should also be given to them.

3. The management's reply is Exhibit 6. They contend *inter alia* that there are three processes for the purpose of winning coal namely (i) C. P. mining, (ii) pick mining, (iii) cutting coal by machines, and other equipments. For the first two systems, the actual coal cutting work is carried out by the miners; while in process (iii), the miner does not come in the picture at all because the work of coal cutting, drilling etc. is mechanised. The C. P. miners and Pick Miners are piece-rated workers and payment is made according to the number of tubs of coal cut and loaded. All types of loaders are also piece-rated workers. The work of C. P. Mining consists of drilling, blasting, dressing etc. The work of a loader consists of loading the coal into tubs. In the case of machine mining, the question of miners does not arise at all. Apart from the sircari men operating the machines,

the actual work to be done is the loading of coal won by mechanical methods into tubs. Men doing this work are known as machine loaders. This nomenclature is given to them to specify that they load machine cut coal. In October 1952, a section was equipped with coal cutting machine and an electric driller was put into operation. These machines were operated by time-rated sircari men. The only piece-rated work available for this section was loading of coal and the workers were offered work as machine loaders at 0-15-0 per tub including dearness allowance. Some of the other working sections in the pit were nearing exhaustion and the object of the management was to absorb as many men as possible who would be otherwise redundant due to the exhaustion of working places. The workers concerned accepted this alternate work as machine loaders at the rate of 0-15-0 including dearness allowance; but later on, at the time of taking payments, they refused to accept the wages. This refusal is unwarranted and unjustified. In 1948 one machine worked in Pit No. 2 for a year or so due to certain mining conditions. The coal at that place was very hard for the C. P. miners to impregnate. The machine was used for undercutting only but the rest of the job of blasting, drilling and dressing had to be done by C. P. miners and so the miners were paid the same wages as C. P. miners. The machine installed at Pit No. 7 is not only undercutting the coal but the drilling of holes is done by electric drillers and blasting is done by sircari men and the only job left for the piece-rated worker is that of loading of coal into tubs. The management contends that confusion has been created because the difference and distinction between jobs performed by miners and machine loaders have not been properly understood and appreciated. They urge that the nature of the work does not justify a rate higher than 0-15-0 per tub inclusive of dearness allowance. Regarding the second issue, the management urge that the Kendwadih Power House used to generate power for several decades but it had to be totally shut down on 18th July 1952 as the machines were not properly functioning and there was no way of keeping them running. The management tried to keep the Power House going but ultimately were forced to take supply of electrical energy from Sijua (Jherriah) Electric Supply Co. Ltd. The closure of the Kendwadih Power House was not deliberate or malicious but was forced upon the management by circumstances beyond their control. The Power House was closed on 18th July 1952 but the management retained the service of all the workmen till October without any work with a view to give them an opportunity to seek employment elsewhere and thereafter they were discharged with proper notices and all their dues were paid. They are thus not entitled to any retrenchment compensation or gratuity. Regarding the third issue, the management contend that there is no legal obligation for the employer to build houses on the colliery for the workmen but this is done as a matter of facility and convenience. When no accommodation is available, the fact is made clear to the workman seeking employment and the workman accepts the job on the condition that the management will not accommodate him. As regards rations, Conciliation Board's Award has not dealt with them but it comes under the Bihar Colliery Food Ration Order and the management is following the rules laid down by the authorities. It is further urged that this issue concerns the whole industry and is should be taken up and decided industry-wise.

4. The dispute in this case is in respect of three items. The first is regarding the rates of wages for workmen working in Pit No. 7. The second relates to retrenchment compensation and/or gratuity to employees of Kendwadih Power House who were retrenched as a result of the closure of the Power House. The third relates to house rent allowance, family allowance and dependents' rations at concessional rates for workers who are not allotted quarters and are residing in rented houses. I shall consider these issues one by one.

5. *Issue No. 1.—Rates of wages for workmen in Pit No. 7.*—This issue deals with the wages of workmen in Pt. No. 7. It is an admitted fact that in this pit coal was won by means of C. P. mining process, till October 1952, when a coal cutting machine and an electric driller were put in operation in this pit. Thereafter the workmen are paid at the rate of 0-15-0 per tub as against 1-9-6 per tub which they were paid formerly and they claim that the miners in this pit should be paid at the old rate with effect from 28th October 1952 when the rates were reduced by the management. It has been said that the company's action was *mala fide* and that it was made to harass the miners for their joining the present Union. On the other hand, the management's case is that the de-pillaring work which was done by C.P. miners in Pit No. 7 was completed and no further C P mining work could be done in that part. The management therefore introduced machine mining to develop new areas in the pit and that after the introduction of the machine, the work that the workmen had to do was only the work of loading coal and hence the workmen could not claim the old rates and were entitled only to the rates which loaders were being given.

6 Both Mr. Majumdar Exhibit 49 and Mr. Howleson, Exhibit 64, have stated that the sections where C. P. mining work was carried out in Pit No. 7 were exhausted in October 1952 and thereupon they started machine mining in this pit with the purpose of developing new areas. This part of their testimony has not been challenged in cross-examination nor has the Union led any evidence to show that these statements are not correct. I therefore hold that machine mining was introduced in Pit No. 7 in the ordinary course of business, because the old sections where C. P. mining work was going on by means of C. P. mining work were exhausted and the management wanted to develop new areas. The management's decision was thus bona fide and the allegation of the Union in the written statement that it was *mala fide* or that it was made to harass the workmen for their joining the new Union is not correct.

7. Before proceeding further, I shall first describe the different methods by which coal is won from the collieries. Admittedly there are three ways of winning coal. The first is known as Pick Mining, where miners cut the coal with the help of picks. We are not concerned in this case with this kind of coal mining. The second kind of coal winning is done by what is known as C. P. Mining. In that case, the miners drill holes with the aid of a crow bar (without the help of any machine). Then gunpowder is put in those holes and explosive is ignited, that is, blasted. The coal is then loaded into tubs. The third type of coal winning is done by what is known as machine mining. In that case, the machine cutter undercuts the coal with a machine and holes are drilled by electric drillers. Blasting is done by shot firing sirdars and the coal is then loaded in tubs by the workmen who are known as machine miners or loaders.

8. The workmen contend that they should be paid at the same rates which they were being paid before the machine mining was introduced, and therefore claim that their rates should now be fixed at 1-9-6 per tub. This claim is on the fact of it exaggerated. It may be remembered that for C.P. mining process, one of the workmen had to do drilling of holes with the aid of a crow-bar. After this gunpowder was put in these holes and blasted, and the coal was won and loaded into tubs by two loaders. Now the work of boring holes is done by a machine which also undercuts the coal. In other words, the work which was formerly done by the (C.P.) miner is now done by the machine, and these workmen, who were formerly working as C.P. miners would now be performing the duties only of loaders. Whereas formerly the loading work was done by two of the three members of the gang, the same work would be done by all the three persons of the gang. The three workmen of the gang would now be able to fill in 1½ tubs of coal during the same time in which one tub was loaded by two loaders. The third workman was formerly working as a C.P. miner, but he now works also as a loader. The gang would thus now be able to load 1½ times the tubs which they were able to load formerly. That would mean that the rates per tub should now be 2/3rd of the old rates, and even then the earnings of the workmen would remain the same if they work as before. The workmen therefore cannot claim more than 2/3rd of 1-9-6 that is, 1-1-0 (inclusive of dearness allowance) per tub as their wages for the new work.

9. It was urged on behalf of the management that unless the C.P. miners agreed to do the work of loading, they would have been retrenched, because they became superfluous on the introduction of machine mining, and instead of retrenching them, the management provided alternate work to them and therefore the workmen could not claim the same wages but were entitled only to wages according to the nature of work now being done by them.

10. It is true that machine mining was introduced for developing new areas because work was exhausted at the old place. It is also true that as a result of the introduction of machine mining, there was no work for miners as such; because the work done by miners is now being done by the machine. The miners are now working as loaders. If this job (of loaders) had not been provided for them, the management would have been required to discharge them as a measure of retrenchment. In such a case, the management would have been required to pay them retrenchment relief (at the same rate at which I am awarding retrenchment relief to the workmen of the Power House under Issue No. 2). The management are saved from making this payment because they have provided an alternate job. Alternate job would however mean that the workmen are given a job, where their rates of wages would be the same and they would be able to earn income at the same rate at which they were then earning. In this connection, I may mention that under the provisions of the Industrial Disputes (Amendment) Ordinance, 1953, (promulgated on 24th

October 1953) and the Industrial Disputes (Amendment) Bill, 1953, (introduced in the House of the People on 1st November 1953) which has subsequently been passed by both Houses of Parliament, a workman who has been laid off would not be entitled to compensation, if he refused to accept an alternate employment, provided the wages which would normally have been paid to the workman are offered for the alternate employment also. In other words, offering of alternate employment pre-supposes that the workman should be offered wages which would normally have been paid to him for his original job. If he is offered less wages than what he was getting, it could not be said that it was an alternate employment which he was bound to accept. In such a case, the management would have been required to pay retrenchment relief to the workmen, which they have saved by giving them the present employment. They cannot therefore say that they would pay them wages according to the nature of the work that is being done by them but they must pay them the wages which they were getting for their work as miners.

11. The management then urge that the work of a miner was more arduous than the work of a loader and that is why the miner was usually paid more than the loader; but now all the workmen work as loaders and therefore the rate should be reduced and that is why they have fixed it at 0-15-0 per tub. It is urged that this rate is reasonable and should be accepted.

12. In doing C.P. mining work, the workmen work in gangs which are usually of three persons. One of the members of the gang is known as (C.P.) miner, while the other two are known as loaders and the amount of 1-9-6 per tub is paid to the whole gang. There is a difference of opinion as to how the amount is divided between the members of the gang. According to the management, the C.P. miner gets half of the earnings of the gang and the other half is divided equally between the two loaders. In other words, out of the payment of 1-9-6 per tub made to the gang, the miner would get 0-12-9 and the loaders would get 0-6-4½ each. On the other hand, the case of the workmen is that the amount is divided equally between all the three workmen; and the miner as well as the loader would get 0-8-6 per tub.

13. Mr. Mehta, Exhibit 36, who is the General Secretary of the Bihar Colliery Mazdoor Sangh and also Secretary of the Indian National Mine Workers Federation has stated that no distinction was made, as far as he was aware, between a C.P. miner and C.P. loader in any colliery and that all the workmen working in one gang used to do all the work without differentiating that a particular person was a miner and did a particular work or the like. Baiju Shaw Exhibit 43 and Payarelal Exhibit 45, who are miners, have stated that the wages earned by a gang were divided equally among all the members of the gang and that all the members of the gang did different kinds of work required by them by mutual adjustment and that no workman does only a fixed kind of work. Baiju Shaw however admitted that in some gangs, the miners were paid 0-4-0 per tub more than the loaders, though it may also be noted that immediately after making this statement, he turned round and said that he did not know whether it was so or not. He admitted that in his gang (of six persons) two persons were recognised as miners and the other four as loaders. He himself was formerly working as a loader but subsequently he has been appointed as a miner. He has further said that the management could not degrade a miner to a loader. Similarly Payarelal also admitted that a loader could be made a miner but that it would not be proper to make a miner a loader. He also admitted that there is a difference in the payments made to the different workmen in the same gang and he could not explain the reason of the difference. He however stated that the workmen after being paid different amounts by the management mixed up the whole amount and distributed the amount equally among themselves; but I do not believe this. There is nothing to support his allegation. It does not appear to be natural or proper that the workmen would do this. The admissions of Baiju Shaw and Payarelal go to show that a miner is considered superior to a loader. If all workmen were doing all the work without differentiating between a person known as a miner and a person known as a loader, there was no reason why such a distinction should actually exist. The fact that some workmen are known as miners and some as loaders would also go to show that a distinction must be existing between the miners and the loaders and they must be doing different kinds of work.

14. We have then the evidence of Mr. R. N. Sharma, who is a member of the Bihar Legislative Assembly and who is Vice President of the Bihar Colliery Mazdoor Sangh and also of Indian National Mine Workers Federation. He is also the Vice President of the Bihar Branch of the Indian National Trade Union

Congress. He is also office-bearer of several branches of the Bihar Colliery Mazdoor Sangh. He has said that in some collieries the amount is divided equally between the C.P. miner and the loaders but he has also admitted that in some collieries the miner is paid half the total earnings while the other half is divided equally between the (two) loaders.

15. From all this, it would appear that the practice is not uniform. In some collieries, the miner and the loaders divide the earnings equally while in some collieries the miner gets half and the two loaders divide the other half equally among themselves. Again in some collieries, a miner is given something more than the loaders.

16. I need not go into this question any further; because according to my view, the management must pay to the workmen wages which they would have normally earned before. The miners and loaders work in gangs, and were together paid at the rate of Rs. 1-9-6 per tub. This rate would now work out, as shown above, at Rs. 1-1-0 per tub. Whether the miner is paid more than or the same as, the loaders, they (the gang as a whole, i.e. miners and loaders together) can claim, and must be paid, Rs. 1-1-0 per tub. This rate would make no difference in their earnings, if they are divided on the old basis; because, their total earnings would be the same as before by these rates; and if they divide them as before, their individual earnings would also remain the same.

17. It was said that the workmen had agreed to work at the new rates of 0-15-0 per tub. On the other hand, the workmen urged that for the first two days after machine mining was introduced, they were paid at the old rates and as soon as the rates were reduced, they raised a protest. There is nothing to support the allegation of either party. The workmen's allegation that they were paid on the old rates for the first two days after the machine mining was introduced has not been supported by any tangible evidence. Their allegation is that machine mining was introduced on a Friday and that on the first two days (namely Friday and Saturday) they were paid at the old rates. I do not think it natural or probable that the new system would be introduced in the midst of a week. It is very probable that it would be introduced from Monday and hence the allegation of the workmen that they were paid at the old rates for the first two days after the introduction of the machine mining cannot be believed. On the other hand, the management's allegation that the workmen agreed to the new rates is also not supported by any reliable evidence. The workmen admittedly raised a protest at the very first time when they were offered payment of the new rates, in other words, at the end of the very first week. If they had agreed to the old rates, it is not likely that they would raise a protest at the time of the very first payment. It does not appear that the workmen were given any previous notice of the new wages, and they could not have known of the new rates till the payment was being made and they could not raise a protest earlier.

18. It was argued on behalf of the workmen that the management was spending Rs. 1-9-6 per tub by way of wages to the workmen when coal was won by C.P. mining process. By introducing machine mining, the management have to spend Rs. 4-11-9 per shift for the wages of the drillmen and the drill coolies. On an average, 94 tubs were raised per shift according to the raising book Exhibit 18 in respect of Pit No. 7 for the period 1st October 1952 to 1st July 1953. It was argued from this that this meant that the cost of drilling was 0-0-10 per tub; it was further argued that the cost of dressing may be taken as 0-0-6 per tub and thus the total cost of drilling and dressing came to 0-1-4 per tub. It was argued on this basis that the workmen should get the original rate of Rs. 1-9-6 (paid to them), less this cost of drilling and dressing (0-1-4) and hence the new rates should be at least Rs. 1-8-2 per tub. I cannot agree with this contention. As I said above, this new rate is sought to be arrived at on the basis of the old rates minus the cost of drilling. But in arriving at the cost of drilling and dressing, no allowance has been made for the cost of electricity that would have to be spent in working the drilling machine. No allowance has also been made for the cost of purchasing machines nor for the depreciation thereof. Further, the argument of the workmen means that all the profit that would be earned as a result of mechanisation should be passed on to the workmen. This also would not be proper. An employer would mechanise the work only if he thinks that he would thereby earn greater profits. He is also entitled to more profits as a result of the new enterprise taken up by him. The workmen cannot expect that all the extra profit which may be earned by mechanisation should be passed on to them. Further, as I

said above, no allowance has been made for the cost of electricity or depreciation of the machine or for the price of the machine or the like. In the circumstances, this contention of the workmen cannot be accepted.

19. It was urged on behalf of the management that other collieries are paying 0-15-0 per tub for this kind of work and in this connection, they have produced a statement Exhibit 55. It shows that the Bararee Colliery of this very concern (namely East Indian Coal Co. Ltd.) and Bhutgoria, Kendwadih and Amlabad Collieries of Messrs. Macneill & Barry Limited pay machine coal loaders basic wages at the rate of 0-6-0 per tub of 36 cubic feet while the Lodna Colliery of Messrs. Turner Morrison pay basic wages at the rate of 0-5-0 per tub of 30 cubic feet. This would also work out as 0-6-0 per tub of 36 cubic feet. In other words, these five collieries pay total wages of 0-15-0 per tub. It may be noted that so far as the Lodna Colliery is concerned, it pays an incentive bonus of Re. 1-0-0 if the work done is 18 tubs per week of 30 cubic feet and Rs. 2 if the work done is 24 tubs per week also of 30 cubic feet. Converting the tubs of 30 cubic feet into the standard tubs of 36 cubic feet, the incentive bonus works out at Re. 1 for 15 tubs per week and Rs. 2 for 20 tubs per week. This would appear from the letter from the General Manager of the Lodna Colliery dated 31st July 1953. We then find that so far as the Bhutgoria and Kendwadih collieries are concerned, the workmen are paid further basic wages at the rate of 0-2-3 (i.e. total wages of 0-5-7) per tub for lift and lead irrespective of the distance or height they had to carry coal. In other words, in these two collieries, the total payment works out at Rs. 1-4-7½ per tub; but it has also to be remembered that this includes payment for lead and lift. This cannot be taken to be the normal wage for doing the ordinary work of a machine loader, because a machine loader would, in addition to his normal wages be entitled to payment for lead and lift in case he has to carry coal to a particular distance. On the other hand, it may also be that the workmen may not earn lead and lift in all cases or may earn less for the same and yet according to the rates prevailing in the Bhutgoria and Kendwadih collieries, they would get Rs. 1-4-7½ per tub.

20. I need not however go into greater detail on this point; because assuming that the rate of 0-15-0 per tub is reasonable rate, even then I think that it would not be of any avail to the management in the present case; because, as I said above, they are bound to pay the workmen at the same rates which the workmen were earning formerly.

21. The workmen then urged that higher rates are prevailing in other collieries for this kind of work and those rates should be introduced here. In this connection, the workmen have produced a statement, Exhibit 38, showing the rates which are said to be paid to machine coal cutters at some other collieries. This statement shows that the Jamadoba colliery of Messrs. Tata Iron and Steel Co. Ltd. pays Rs. 1-6-6 per tub. (There is however a mistake in this calculation and the correct rates work out at Rs. 1-5-4 per tub). The statement then shows that Jeetpur Colliery of Messrs. Indian Iron and Steel Co. Ltd. pays Rs. 1-4-6 per tub. Four other collieries of Messrs. Tata Iron and Steel Co. Ltd. and Putkee Colliery of Messrs. Eastern Coal Co. Ltd. pay Rs. 1-4-0 per tub. (I am omitting Kendwadih, and Bhutgoria collieries of Messrs. Macneill & Barry Ltd. which are mentioned in this list, as I have already referred to them above). These rates, excepting the rate of Putkee Colliery, are admitted to be correct by the management by their statement Exhibit 42. So far as Putkee Colliery is concerned, the rates have not been proved by any reliable evidence and must be ignored. We are thus left with higher rates, which prevail only in the collieries of Messrs. Tata Iron and Steel Co. Ltd. and one colliery of Indian Iron and Steel Co. Ltd. In my opinion, the rates paid at these collieries cannot be taken to be normal or standard rates which other collieries must pay. It may be noted that so far as these companies are concerned, their business is not of winning coal and selling it. Their business is to prepare iron and steel. They have got these collieries for supplying coal required for their (steel) plants. Rise in the cost of coal would not be so important to them as to other collieries, whose normal work is production and sale of coal; because even if the price of coal is higher, the collieries of Tata Iron and Steel Co. Ltd. and Indian Iron and Steel Co. Ltd. would pass on the additional cost to the cost of production of iron and steel. In other words, the wages paid by the collieries belonging to these concerns cannot be taken to be a guide for fixing the wages of other collieries.

22. It was then urged that in 1948 machine mining was done in this very colliery in Pit No 2 and the workers were then paid at the rate of Rs. 1-9-6 per tub and the same should now be paid to them because they are now doing

the same work which was being done in 1948. In this connection, Mr Majumdar Exhibit 49 and Mr Howieson Exhibit 54 have stated that at that time the machine was used only for undercutting coal and that the miners were doing the ordinary CP miners' work of boring holes and dressing. It has been further said that the machine was used for undercutting coal because it (coal) was hard. There is no reason to disbelieve this evidence, especially the evidence of Mr Howieson who has been in service of this concern (for a long time) even prior to 1948. This would mean that the rates paid to the workmen in 1948 cannot be taken to be the proper basis for fixing the present wages of machine loaders or machine miners.

23 It was then urged on behalf of the workmen that the present wages were very low as can be seen from the fact that the earnings of the workmen have gone down considerably after the new rates were introduced. In this connection they have produced a statement Exhibit 62 showing the earnings of some miners in different weeks. For instance it shows that one Kriparam earned Rs 31-4-6 in the week ending 4th October 1952 when the number of attendance put in by him was five days, while the same workman has earned only Rs 13-6-3 in the week ending 18th November 1952, even though the number of attendance put in by him in that week was also five. Similar instances have been shown in this statement showing that the earnings of different miners are reduced considerably after the introduction of machine mining, and it was argued from this that the new rates were grossly inadequate. It may be noted at the outset that these workers are piece-rated workers and are paid according to the amount of work put in by them. In other words, the earnings depend not only on the rates of wages but also on the actual work done by them. Even if the rates remained the same a worker would earn less if he adopts a "go slow" policy. If a workman was formerly turning out more work and if he now turns out less work his wages are bound to suffer. This appears to be partly responsible for the reduction in the earnings of these workmen. The earnings after October 1952 are on the basis of the rates being 0-15-0 per tub. Formerly the workmen were being paid Rs 1-9-6 per tub and they want the same rates to be re-introduced. Even if the earnings of the workmen shown in Exhibit 62 for the period after the introduction of machine mining were calculated at the rate of Rs 1-9-6 per tub instead of 0-15-0 per tub, even then their earnings would be less than their former earnings. On this basis the workman Kriparam who has earned Rs 13-6-3 during the week ending 18th November 1952 would have earned Rs 22-12-3, if the rate at which he was paid was Rs 1-9-6 instead of Rs 0-15-0 per tub. Even then we find that this earning of Rs 22-12-3 would compare unfavourably with his earnings of Rs 31-4-6 during the week ending 4th October 1952. Similar would be the case regarding other workmen. In almost all cases their earnings even if calculated at the rate of Rs 1-9-6 per tub would be less after the introduction of machine mining than before. This lends support to the contention of the management that after the present dispute arose the workmen have deliberately adopted a go-slow policy to show that the new rates are inadequate. In this connection a reference to the statement Exhibit 50 would show that the basic earnings of the different persons had gone down, but not to a considerable extent during the first few weeks after the introduction of machine mining but they went down considerably thereafter. This would mean that in the beginning after the introduction of machine mining the workmen were putting in normal work but later on probably with a view to support their allegation that the new rates were less and hence their earnings had gone down they appeared to have adopted a go-slow tactics.

24 As I said above the old rates paid to the workmen were Rs 1-9-6 per tub. The work of loading which is the only work which they have to do now was then done by two of the three members of their gang. At present, the three workmen of a gang can load 1½ times the number of tubs which they and their gang were formerly loading (in the same time) and hence their wages should be fixed at Rs 1-1-0 inclusive of dearness allowance per tub. I would fix the rates at this rate with effect from 28th October 1952 and would direct that the difference in the amount payable to the workmen as a result of the change in the rates for the work already done by them should be paid to them within two months of this award becoming enforceable. I would further direct that hereafter the rates to the miners and loaders who are already working in Pit No 7 shall be Rs 1-1-0 per tub inclusive of dearness allowance.

25 Issue No 2.—Retrenchment compensation and/or gratuity to employees of the Kendwadih Power House who have been retrenched as a result of the closure of the power house. It is an admitted fact that the management were

running a Power House for generating electrical energy which was used not only by this colliery but by other collieries belonging to collieries of East Indian Coal Co. Ltd. It is not in dispute that this was a very old power house. The management on 26th September 1952 gave a notice that the Power House would be closed from 11th October 1952 and it was accordingly closed and all employees working in the power house were discharged (retrenched) from that date. The present dispute relates to the grant of retrenchment compensation and/or gratuity to these employees.

26. It was firstly contended by the workmen that the closure of the Power House was not justified; while on the other hand, the management urged that the question of justification of closure is irrelevant because the question that has been referred to the Tribunal is regarding the grant of retrenchment compensation and/or gratuity to the employees who have been retrenched as a result of the closure of the Power House. It was contended that the closure has thus been accepted as just and proper and the only claim referred for adjudication to the Tribunal is regarding compensation and/or gratuity for retrenchment. Though the question of justification of the closure is not directly in issue, it would have to be considered for deciding whether the workmen are entitled to any compensation. If the closure was justified and *bona fide*, the workmen would not be entitled to any compensation but would be entitled only to what is known as retrenchment relief. If, on the other hand, the closure of the Power House was not justified or was not *bona fide*, the workmen would be entitled to compensation for closure thereof. Hence we shall have to first consider whether the closure of the Power House was justified or not.

27. The management contend that the Power House was an old one and was not functioning properly and that though they made every effort to keep it going, they were ultimately forced to close it down because the machines could not run. In this connection, we have the evidence of Mr. P. K. Majumdar, Exhibit 49, who is the Personal Assistant to the Colliery Superintendent of this Company. He has stated that they had to close the Power House as the machines had become old and unservicable. He has also said that they had to purchase electrical energy from the Sijua Jherria Electrical Supply Co. Ltd. from 19th July 1952 and that after the said date, their plant was not working except for a period of five days in August 1952 when they had to work it due to the failure of supply of electricity from the Sijua Jherria Electric Supply Company. He has denied that the Power House was closed to victimise the workmen. He has not been cross-examined on these points. We have then the evidence of Mr. S. K. Paul, Exhibit 53, who is the Colliery Engineer of the collieries of this company. He has stated that he was the Power Station Engineer of the Kendwadih Power House and that the said power house stopped working and was closed from 18th July 1952. He has further said that after this, the Power House did not work any further except about six days in August 1952. He is supported by the entries made in the log book Exhibit 25, which was written by him regularly in the ordinary course of his duties. This log book is a working summary of the work done at the Power House from day to day. Mr. Paul has also said that they began to take electric power from Sijua Jherria Electric Supply Company from 19th July 1952. Lastly he has said that they had to close down the Power House as the machine was old and was not in a position to run. He has denied that they were running the plant regularly between July and October. He has also denied that during this period they purchased electricity from the Sijua Jherria Electric Supply Company only to supplement the electricity produced at their plant. He has also denied that they could have run the plant if necessary repairs were made to the machines. It may be noted in this connection that the Power House was meant to supply electricity not only to this colliery but to other collieries as well. It was not likely that it would not have sufficient production to supply the wants of this colliery; that means that it was not likely that the production would be so low as to require supplementation from the Sijua Electric Supply Company. Then we have the evidence of Mr. Howieson, Exhibit 54, who is the Superintendent of Collieries of the company. He has also said that they had closed the Power House Station in July 1952 because the machine was old and was continuously breaking down and giving them trouble. He has denied that the Power House was closed to victimise the workmen for their union activities. He is corroborated by the daily reports of the colliery sent by him to the Managing Agents, Exhibit 57. I believe all this evidence and hold that the Power House was closed in July 1952 though it did work for five or six days in August.

28. As against all this, the evidence on behalf of the Union consists firstly of the statement of Mr. Mehia, Exhibit 36, who has stated that in his opinion,

the closure of the Kendwadih Power House was not justified. In cross-examination, he has admitted that he had never gone inside the Power Station and that he did not possess any engineering qualification. He has also admitted that he was not in a position to say whether the Power House generated any electricity after July 1952 nor could he say whether the plant of the Power House was not in a position to have generated electricity. The reasons for his giving the opinion that the closure was not justified were as under (1) He has said that the Union wrote to the management as to why they were closing the power house but they did not give a reply. This would not mean that the closure was not justified. It may be remembered that at that time the company had not recognised this union and was disputing its (Union's) right to speak on behalf of the workmen. The fact that the company did not give a reply to the Union would not necessarily mean that the closure was not justified. (2) The second reason given is that the Union wrote to the company to obtain the permission of the Tribunal before closing the Power House but for this also the management did not agree. This would not also necessarily mean that the closure was not justified. (3) The last reason given is that the workmen working in the Power House were telling him (Mr Mehta) that the closure was not justified. The only workman, who has been examined in this connection, is one Ram Lall, Exhibit 47. I shall presently come to his evidence and show that his evidence does not show that the closure of the Power House was not justified. Thus Mr Mehta's opinion that the closure of the Power House was not justified cannot be accepted.

29. It may be noted at this stage that Mr Mehta has submitted that even when the Conciliation proceedings were held in this case, the management stated that they were not in a position to run the plant, that is, it was not possible for the machine to be run, and at that time they asked the management to take the opinion of an expert or otherwise satisfy the union about the condition of the plant being not workable but they did not agree to it. One can understand that the management would not like to agree to what they thought was outside interference in their everyday management and the fact that they did not agree to satisfy the union about the condition of the plant would not mean that the plant could be worked.

30. The union have then examined a workman Ram Lall, Exhibit 47, who was working as a Crusher Driver Khalasi in the Power House. He has said that the Power House was closed just after the Dashera of last year and that till then the machine was actually working. He has then said that he did not believe that the plant was closed because the machinery could not work. He has also said that the Power House was closed because the workmen joined the Union. He has admitted that for about $2\frac{1}{2}$ months before the closure of the Power House, the management used to take electricity from the Sijua Jherria Electric Supply Company, but he has further said that at that time also the plant was working. He is not an expert who can speak about the condition of the machine nor has he definitely said that the machine was in a position to work. As I said above, it could not be believed that for about $2\frac{1}{2}$ months that is after July 1952, the company was required to supplement its ordinary electrical output from the Power House. In my opinion, the Power House must not have been working from July 1952 and that is why the company had to purchase electricity from the Sijua Jherria Electric Supply company.

31. It has been alleged on behalf of the Union that the Power House was closed to victimise the workmen because they joined this Union. I do not believe this. This union was formed on 1st September 1952 whereas we find that it was in July 1952 that the company began purchasing electrical power from the Sijua Jherria Electric Supply Company. In other words, this plant could not work from July 1952. It is true that the plant did work for five or six days in August but that was only during an emergency because Sijua Jherria Electric Supply Company was unable to supply electrical power to the company on those days. As I said above, it is an admitted fact that the Power House is an old one and the machinery must have also become old and unserviceable. The company had stopped working the Power House in July before the present Union was formed and it could not therefore be believed that it was closed to victimise the workmen because they joined this union.

32. It was argued by Mr Sen Gupta on behalf of the Union that if the machine had become old, the company could have replaced it from its depreciation fund and the company had huge reserves. It is a matter for the management to consider whether they should replace the machinery and keep the Power House working or whether they should close it down and purchase electricity from the Sijua Jherria Electric Supply Company. Unless it is shown

that the company was not acting *bona fide*, they had every right to decide the question of internal management and the Tribunal could not interfere. It was also said that because of the D.V.C. generating electricity, the Government would not give permission to import new machinery and hence also the company were bound to close down their Power House.

33. On the whole, I hold that the closure of the Power House was justified and was *bona fide*. That being so, the workmen would not be entitled to any compensation. Reference may be made to the case of Smith Stanistree & Co. Ltd. and their workmen reported at 1953, Labour Appeal Cases, page 32 (the case is also reported at 1953, Vol. I, L.L.J. page 67). It was a case relating to the discharge of 199 employees and the Tribunal held that the discharge of seven of them was *bona fide* and proper. Regarding them the Tribunal observed: "Termination of their services was justified, consequently no question for compensation arises. They are only entitled to a month's wages in lieu of notice according to the standing orders and to no more." The Tribunal further held that the termination of services of the other workmen was illegal and they were therefore entitled to get compensation and compensation was accordingly accorded to them. This case would show that in the case of a *bona fide* discharge, a workman is not entitled to any compensation.

34. It may be noted at this stage that Mr. Sen Gupta urged at the time of the hearing not only that the workmen should be given compensation, but he even urged that they should be re-instated with back wages. This is not what the workmen have claimed in their written statement Exhibit 5. There they only claimed (a) retrenchment relief at the rate of three weeks' wages for each year of service subject to a minimum of six months of total emoluments, (b) bonus, (c) train fare (d) wage for leave and (e) gratuity for the past years of loyal and meritorious service at the rate of one month's wages for each year of service. Further in the case of retrenchment due to *bona fide* reasons, the claimant cannot claim reinstatement or back wages or compensation. The claim for compensation is therefore rejected.

35. The workmen have then claimed gratuity and retrenchment relief. So far as gratuity is concerned, it is usually given on retirement and is meant for making provision in old age. It cannot be granted on the ground of retrenchment. It would not be fair to grant gratuity to a workman who is retrenched while a workman who retires in due course would not be entitled to any gratuity. There may be cases where a workman may have retired a few days before the retrenchment or there may be cases where a workman would in the ordinary course retire a few days after the retrenchment took place. If he had not been retrenched, he would not have got any gratuity. It would not be proper therefore to hold that merely because he is retrenched, he must be given a gratuity.

36. It may also be noted that the Conciliation Board Award which governs the conditions of wages, etc. for the workmen in the collieries has rejected the claim for gratuity. The Conciliation Board Award held that in view of the fact that they had recommended a substantial bonus which would make an annual lump sum benefit and in view of the fact that the Provident Fund would be established which would provide for old age, they did not recommend either gratuity or an old age pension. After this award, a Provident Fund Scheme has been introduced in the coal industry and the workmen are getting benefits of that Scheme. When the Conciliation Board Award has rejected the claim of gratuity to the workmen, it would not be proper to grant gratuity in the case of one particular company. The question of gratuity affects the whole industry and ought to be decided industry-wise especially when Conciliation Board Award which relates to the whole industry has rejected the claim of the workmen for gratuity.

37. I may also point out that in the present case the claim for gratuity is made on the ground of the closure of the Power House due to retrenchment and not on the general ground of length of service. Ordinary rules of retiring gratuity lay down that it would be payable only if the employee has completed a particular period of service. That would not always be the case in the case of retrenchment. Some of the retrenched workmen may not have put in the minimum qualifying service and yet if the claim for gratuity is allowed in the case of retrenched people, it would mean that they would get an advantage over other workmen. In my opinion, the workmen are not entitled to gratuity as such, that is, gratuity which is payable at the time of retirement after putting in a particular number of years of service.

38. The workmen would however be entitled to what is known as retrenchment relief. This has been recognised in several cases, (i) Cawnpore Tennery Limited, 1953, Vol. I, L.L.J. page 483, (ii) Grand Hotel's case, 1953, Vol. II, L.L.J. page 25, and (iii) Presidency Jute Mills Co. Ltd., 1952, Vol. I, L.L.J. page 796. The right has also now been recognised by Statute. It is recognised by Industrial Disputes (amendment) Ordinance, 1953, and subsequently by Industrial Disputes (Amendment) Bill, 1953, already referred to above.

39. The question then is as to what amount of retrenchment relief the workmen should be given. I had occasion to consider this question when deciding the dispute between Messrs. Standard Coal Co. Ltd. and their workmen in Reference No. 2 of 1952. My award in that case has been published in the *Gazette of India* dated 22nd August 1953, Part II, Section 3, at page 1316, and I fixed certain rates which should be given to the workmen as retrenchment relief. At that time there was no decision on this point relating to the coal industry. Since then the Labour Appellate Tribunal has given compensation in the case of Gaslitand Colliery reported in September 1953 issue of Labour Appeal Cases at page 1525. In that case, the Appellate Tribunal held that it was a case of retrenchment and the Tribunal awarded retrenchment compensation at the rate of 15 days' wages together with all the allowances that they drew immediately before their discharge for each year of completed service. The Industrial Disputes (Amendment) Ordinance, 1953, and the Industrial Disputes (Amendment) Bill, 1953, which has already been passed by both Houses of Parliament, (already referred to above) also provide that in case of retrenchment of a workman, he must be paid gratuity (or retrenchment relief), which shall be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months.

40. I would therefore hold that the above workmen should be paid gratuity or retrenchment relief at the rate of fifteen days' average pay for every completed year of service or any part thereof in excess of six months. The pay would mean wages, dearness allowance, the value of cash concessions and free rice payable under the Conciliation Board Award. The average should be calculated according to the period mentioned in the definition of "average pay" given in the Industrial Disputes (Amendment) Bill, 1953. I also direct that the payment of gratuity or retrenchment relief as stated above should be made within one month of this award becoming enforceable.

41. It was argued on behalf of the management that in the present case the workmen had been kept on for three months without taking any work from them and they had sufficient time to find a job elsewhere and hence they should not be given any retrenchment relief. I do not agree with this. The workmen were not told till the notice of retrenchment was given to them that they were to be discharged. It may be that because of the Power House not working from July, the workmen may not be doing any work; but it was not their fault. Probably the management thought that they would be able to run the Power House or provide job elsewhere to these workmen. These workmen may also have been hoping that they would be continued in service even though the Power House may be closed. Till they were definitely told that they would be discharged, they would not make any effort to find a job elsewhere and they would therefore be entitled to claim retrenchment relief.

42. The workmen have also claimed bonus, train fare, and wages for leave. The claim in this respect has not been seriously challenged. Mr. P. K. Majumdar, Exhibit 49, has stated in his evidence that they had told the workmen that they would pay them proportionate bonus, leave salary and railway fare. In other words, the management agreed to pay proportionate bonus, leave salary and railway fare to the workmen. I hold that the retrenched workmen should be given proportionate bonus, according to the length of service put in by them in the year and should also be given leave salary for the period of leave due to them. They should also be paid railway fare if they have put in the requisite attendance entitling them thereto.

43. Issue No. 3—House rent allowance, family allowance and dependents' ration at concessional rates for workers who are not allotted quarters and are residing in rented houses.—This issue relates to house rent allowance, family allowance, and dependents' rations at concessional rates for workmen who are not allotted quarters or dowrahs at the collieries and are residing elsewhere. So far as the question of house rent allowance is concerned, the workmen urge that housing is a legal obligation of the employers in coal industry. This is denied by the management who urge that they have no such legal obligation but

that building of houses for the workmen is done as a matter of facility and convenience. They have also urged that a person seeking employment is told that no accommodation is available at the colliery and he accepts the appointment on that condition.

44. In this connection, the workmen have examined Mr. R. N. Sharma, Exhibit 33, and Mr. Kanti Mehta, Exhibit 36. Mr. Sharma has stated that in his opinion it is the duty of the employer to provide residential quarters for all the employees as a condition of their service. He has further stated that the workmen of Bhutgoria Colliery and Kendwadih Colliery are paid Rs. 6 as house rent allowance if they are living in a rented house. In cross-examination, he admitted that he could not name any colliery excepting these two collieries where house rent allowance was paid to the workmen. He was specifically questioned about the same regarding the big coal concerns in this part of the country but he pleaded ignorance as to whether any of them were paying house rent or not. Mr. Mehta has stated that in some collieries some houses have been constructed for the residence of the workmen. He has further stated that house rent is paid to the workmen at the rate of Rs. 6 per month in the Kendwadih and Bhutgoria collieries and that house rent is also paid in Begunia colliery; but in that colliery, the amount of house rent varies according to the earnings of the workmen. In cross-examination, he has admitted that excepting Kendwadih and Bhutgoria, he could not give the name of any other colliery in the Jharia coalfield where house rent allowance was paid to the workmen. In other words, the workmen have been able to name only two or three collieries in the entire industry where house rent is paid to the workmen.

45. The question as to whether the employers are bound to provide for accommodation for all the workmen is a question which affects the entire industry and it would not be proper to decide the question in relation to an individual colliery. In view of the fact that at present only two or three collieries in the entire industry are paying house rent allowance, I think it would not be proper to grant any house rent allowance to the workmen in this colliery when the workmen in almost the whole industry do not get any such house rent allowance. When the matter is considered industry-wise, the question may be gone into. For the present, I would not grant this claim of the workmen.

46. The other two claims made by the workmen are regarding payment of cash concession and supply of rations for the dependents at concessional rates. It is an admitted fact that a workman is entitled to cash concession of 0-3-0 per day if he is alone, 0-4-6 if he has one dependent, and 0-6-0 if he has more than one dependent. The workmen, who reside in dowrahs constructed by the management, are paid cash concession at these rates. In the case of workmen who are residing elsewhere, they are paid only 0-3-6 per attendance, even though they may have one or more dependents. This is improper and unfair. A workman who gets a dowrah saves rent. He also finds it convenient to attend his work. On the other hand, a workman, who is not so fortunate, has to pay rent, and has at times to walk a long distance to attend to his work. This is due to reasons beyond his control. He would certainly be willing to stay in a dowrah if he is supplied with one. But in case where he is not supplied with a dowrah, he has to stay outside. This should not be a ground for depriving him of the additional cash concession, to which he would be entitled if he has one or more dependents. The payment of additional cash concession should not be confined to workmen who stay in the dowrahs supplied by the management. Even the workmen who reside elsewhere ought to be given the cash concession at the higher rates if they satisfied the management that they have one or more dependents.

47. In this connection, Mr. Sen on behalf of the management stated that there would be practical difficulties of verification in the case of workman who reside elsewhere. I was however told that out of about 2,400 workmen working in this colliery, 2,200 workmen live in dowrahs constructed by the management. I was further told that 68 other workmen live on the colliery area, thus leaving only 132 workmen residing outside the dowrahs and outside the colliery area. I do not think the management should find it very difficult to verify whether these 132 workmen have dependents or not. At any rate I do not think that this should be a proper ground to deprive the workmen of their legitimate dues. I may repeat that this payment of cash concession is unconditional and does not depend on the workmen living at the dowrahs or on the colliery premises. I would therefore direct that all workmen, whether they reside at the dowrahs or on the colliery premises or elsewhere, should be paid cash concession at the rate they would be entitled to, according to the number, if any, of their dependents.

48. The workmen further urge that in the case of those workmen, who do not reside at the dourahs or on the colliery premises, rations at concessional rates are not supplied in respect of their dependents, and this should be done. The management urge in this connection that they are governed by the Bihar Food Ration Order and could not supply rations to those people who were not residing at the colliery premises. I was told on behalf of the workmen that they would be satisfied if rations were supplied to workmen and their dependents living not only on the colliery premises but also within a radius of one mile therefrom. In this connection, a letter Exhibit 28 from the Additional Deputy Commissioner, Supply and Price Control Department, was produced showing that the supply of rations to persons living within a radius of one mile from the colliery would not be against law. In my opinion, therefore, the management should supply rations at concessional rates to the workmen and their dependents if they live within a radius of one miles from the colliery.

49. I would direct that so far as the payment of cash concession is concerned, the payments as directed above should be made with effect from the date of this Reference, while supplies of rations should take effect from the date when this award becomes enforceable.

I pass my award in terms as above.

Dated, the 23rd December 1953.

(Sd.) L. P. DAVE, Chairman.
Central Governments
Industrial Tribunal,
Dhanbad.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE No. 4 OF 1953

PRESENT:

Shri L. P. Dave, B.A.L.L.B.,—Chairman.

PARTIES:

The employers, in relation to the South Bulliaree Kendwadih Colliery.

AND

Their workmen.

APPEARANCES

Shri D. L. Sen Gupta, Advocate—For the workmen.

Shri S. C. Sen, M.A.B.L., Advocate,

and

Shri S. S. Mukherjea, B.Sc.B.L., Pleader—For the management.

AWARD

By Government of India, Ministry of Labour, Order No LR.2(296) dated 11th April 1953, the dispute in relation to the South Bulliaree Kandwadih Colliery and their workmen relating to the termination of the service of Shri Nokhai Gope and about his reinstatement and compensation has been referred for adjudication to this Tribunal.

2. The workmen represented by the Bihar Colliery Mazdoor Sangh, by their written statement Exhibit 4, contend *inter alia* as under:—

The workmen of the company had many genuine grievances but there was no effective union to secure relief and redress for the workmen. The workmen under the leadership of Nokhai Gope, a workman of the company, approached Shri Ramannand Das, a veteran Labour Leader of the Indian National Trade Union Congress, to take up their cause. According to his advice, a branch of the Bihar Colliery Mazdoor Sangh was formed by the workers of the company on 1st September 1952 in an open meeting on the company's premises at pit No. 3. In the said meeting, Shri Nokhai Gope was elected as Vice-President; while Ramannand Das and Shri Shiv Prasad Das, both outsiders, were elected, President and Secretary respectively of the said branch. Because of this election, the entire burden of organising the union, holding meetings, collecting subscriptions etc became the responsibility mainly of Shri Nokhai Gope within the knowledge of the company and much to their annoyance. The management of the company had always recognised and patronised a defunct and dead organisation known as East

India Coal Company Workers Union and put pressure upon Shri Nokhai Gope to liquidate the branch of the Bihar Colliery Mazdoor Sangh and support the said recognised union of the company. The employers became terrified at the growth of the new union and lost no time to crush the same by starting a reign of terror; as a means to that end, the company victimised the said Nokhai Gope, the accredited leader of the Union on false and malicious pretext on 19th November 1952. The different events which followed in quick succession from 1st September 1952 to 19th November 1952 are significant indications for reading the company's mind. The Union's written statement then deals with other disputes which are subject matter of Reference No. 1 of 1953. It then goes on to state that Nokhai Gope had served the company for over 20 years and that he was a loyal and efficient workman; it was only after his joining the Bihar Colliery Mazdoor Sangh Union that he lost the appreciation of the company. The East India Coal Company Workers' Union had no trade union activities worth mention and were friendly with the management and in particular with the Assistant Manager Shri S. K. Mukherjee. The said Mukherjee tried to persuade Mr. Nokhai Gope to help the said Workers' Union. On 14th November 1952, the company issued a charge sheet to Nokhai Gope containing vague, false frivolous and malicious allegations with an ulterior motive; Nokhai Gope replied to the said charges denying the allegations. The company did not hold any enquiry into the matter and arbitrarily came to the decision of dismissing him as planned before without giving any scope of defence to him. The management in their letter of dismissal falsely alleged that Nokhai Gope had admitted the guilt before the Welfare Officer; the said Nokhai Gope was not aware of anyone giving evidence against him nor was he given an opportunity to examine anyone nor did he make any statement before the Welfare Officer admitting his guilt nor was there any material to arrive at a decision of his guilt nor was anything against him to justify his discharge. The order of dismissal was vitiated for want of bona fides, for violation of principles of natural justice, and because it was an instance of victimisation and/or unfair labour practice and also the decision was perverse. Naturally the workmen were much agitated over the matter and there was a strike claiming amongst other things his (Nokhai's) reinstatement and ultimately the matter was referred to adjudication to this Tribunal. The Union therefore prays that Nokhai Gope should be reinstated in his original post with continuity of service and that full wages and money value or other benefits for the period of his forced unemployment should be given to him as incidental to reinstatement and he should also be given adequate compensation upto a sum of Rs. 5,000 for loss and sufferings.

3. The management's written statement is Exhibit 6. They contend *inter alia* that the order of reference is bad in law, inasmuch as the subject matter of the dispute is not an industrial dispute as Shri Nokhai Gope was not a workman as defined in the Industrial Disputes Act. He was a non-working sirdar. The written statement then describes the system known as Sirdari system and classified it into two kinds, namely 'a working sirdar' and 'a non-working sirdar.' The written statement also describes the duties of the two kinds of sirdars. It then goes on to state that Nokhai Gope was a non-working sirdar and he never worked with a cross crowbar nor did he do any manual work. It was therefore submitted that the termination of his services did not constitute an industrial dispute and hence it could not be considered by this Tribunal. The written statement then contends that for sometime past Nokhai Gope, on becoming the monopolist sirdar and earning an enormous commission, had grown swollen headed and started behaving very rudely and insolently towards the local management and sometimes even went to the length of insulting and abusing them. Verbal warnings given to him had no effect. On 13th November 1952, Mr. Mukherjee, General Assistant Manager, reported about the gross misconduct of Nokhai Gope to the management. Nokhai Gope had not only behaved insolently towards him but even threatened him with violence. As this was not the first occasion that the company had received such report of Nokhai Gope's turbulent and insolent behaviour, the management decided to give him a charge-sheet and make a thorough enquiry into the matter. Accordingly, a charge-sheet was issued against him. He submitted an explanation denying the charges. Thereupon an enquiry was held on 15th November 1952 by the Welfare Officer under the orders of the Colliery Superintendent during which Nokhai Gope was present and five witnesses were examined. The management considered the matter and discharged Nokhai Gope, terminating his contract for sirdarship with the company. The company came to know about the formation of the new union only after the discharge of Nokhai Gope. His contract for sirdarship was terminated on account of his gross misconduct and the action of the company was bona fide and proper. The company therefore urges that the claim for reinstatement and/or compensation to Shri Nokhai Gope should be dismissed.

4. The points for decision therefore are:

1. Is it proved that Shri Nokhai Gope was a workman as defined under the Industrial Disputes Act?

- 2 (a) Is it proved that the termination of his service was in order ?
 (b) If not, whether he should be reinstated in service or not?
 (c) In either case, whether he should be paid any compensation?
- 5 My findings are
 1 No
 2 (a) No
 (b) No
 (c) No

6 The present reference relates to the dismissal of one Shri Nokhai Gope who was admittedly a Miner Sirdar engaged in pit No 3 of the South Bullaree Kandwadi colliery belonging to the East India Coal Company Limited. It is alleged by the management that on 13th November 1952 he insulted and threatened the Assistant Manager Mr S K Mukherjee, who thereupon made a complaint about it to the Colliery Superintendent. Thereupon a charge-sheet was served on Nokhai Gope on 14th November 1952 and he replied thereto on the very day. The management further allege that on 15th November 1952 their Welfare Officer held an enquiry in the presence of Mr Mukherjee and Mr Nokhai Gope and recorded not only their statements but also the statements of five other persons. The management held the offence proved and ordered dismissal of Nokhai Gope from 19th November 1952. The Union urges that the order of dismissal was *mala fide* and was actuated by improper motives and that it was a case of victimisation and unfair labour practice. They deny that Mr Nokhai Gope had insulted or threatened Mr Mukherjee. They also deny that any enquiry was held in the matter on 15th November 1952 as alleged by the management. They allege that Nokhai Gope was dismissed because he took active part in starting a union on 1st September 1952 and was the leader thereof. They therefore urge that Nokhai Gope should be reinstated with payment of back wages etc.

7 The management have raised preliminary objection and it is that the reference is bad, because there was no industrial dispute. In this connection, they urge that Nokhai Gope was not a workman and hence his dismissal could not constitute an industrial dispute.

8 It was not disputed before me that it was open to the management to challenge that the dispute in the present case was an industrial dispute. The order of reference made by the Government would only show that there was an existence of a dispute, but it could not show or prove that the dispute was an industrial dispute and the management could challenge it and if the Tribunal found that the dispute in the case was not an industrial dispute it could not adjudicate upon it.

9 An industrial dispute is defined in Section 2(k) of the Industrial Disputes Act, as meaning an industrial dispute or difference between employers and employers or between employees and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person, that is, according to this definition an industrial dispute must be connected with the employment or non-employment of any person. The term 'any person' used in this definition has been held to be meaning a 'workman'. See the Industrial Appellate Tribunal Full Bench case of United Commercial Bank Limited versus Kedar Nath Gupta, 1952, Vol I, p 782 and the Bombay High Court Case of N K Sen and others versus Labour Appellate Tribunal of India and others 1953, Vol I, LLJ p 6. As a matter of fact Mr Sen Gupta who appeared on behalf of the workmen in the present case conceded that a dispute could not be held to be an industrial dispute, unless it was connected with the employment or non-employment of a workman. He also conceded that unless Mr Nokhai Gope was held to be a workman as defined in the Industrial Disputes Act, there could not be an industrial dispute and the present reference would be bad.

10 The important question therefore for consideration would be whether Mr Nokhai Gope was a workman as defined in the Industrial Disputes Act. Section 2(s) gives the definition of workman as meaning any person employed (including an apprentice) in any industry to do any skilled or un-skilled manual or clerical work for hire or reward. This definition has been interpreted by all the Tribunals as meaning that the person must be doing either manual or clerical work, whether it is skilled or unskilled. Unless a person is employed to do manual or clerical work, he could not be held to be a workman. If a person is employed to do only supervisory work, he would not fall within the definition. In other words, a person, whose duties are supervisory, could not be held to be a workman. Doing

of supervisory duties is by itself not a positive test to decide whether the person is workman or not; but it does provide for a negative test. The important thing is whether the person concerned is employed to do any manual or clerical work or not. In this connection, I may refer to the latest case of Ford Motor Company reported in the September 1953 issue of the L.I.J. Vol. II, page 344.

11. It was also argued by Mr. Sen Gupta that as there is no comma between the words 'unskilled' and 'manual', it would mean that the definition of workman required that a person should be doing either skilled work or unskilled manual work or clerical work. If this was the intention of the Legislature, I think that the words that would have been used would have been "skilled, unskilled manual, or clerical work" or the words would have been "either skilled or unskilled manual or clerical". In my opinion, the interpretation sought to be placed by Mr. Sen Gupta that the work contemplated is either skilled work or unskilled manual work or clerical work cannot be accepted.

12. I may repeat that the consistent view taken by the Labour Appellate Tribunal in all cases is that a person to be called a workman must be doing either manual or clerical work, whether it is skilled or unskilled. I have already referred to the Ford Motor Company's case above and I may also refer to an earlier case of the same company, viz., Ford Motor Company, reported in 1951, Vol. I, Labour Law Journal at page 168 where it was held, "manual or clerical worker whether he does skilled or unskilled work is entitled to be covered by the definition. Whether skilled or unskilled, an employee cannot claim to be a workman unless he is employed to do manual or clerical work for hire or reward."

13. It has also been held in several cases that it is not the designation that matters to decide whether a person was a workman or not but it was the nature of the work done by him. Similarly the question as to what were the emoluments earned by that person would also be not material for deciding this question. The important question in all cases is as to what is the nature of work to be done by the person; and if that work is either manual or clerical, he would be a workman. If on the other hand, he is not to do either manual or clerical work, he cannot be held to be a workman.

14. Thus the important question for decision in this case is whether Nokhai Gope was employed to do any manual or clerical work (whether skilled or unskilled). Admittedly he was employed as a Miner Sirdar and the question for decision therefore would be whether as Miner Sirdar, he had to do any manual or clerical work or not. I may at this stage state that it is nobody's case that Nokhai had to do any clerical work. It has however been urged on behalf of the workmen that he had to do manual work. Thus what I have to decide is whether Nokhai was employed to do any manual work or not.

15. Nokhai has been examined at Exhibit 29. He says that he is a Miner Sirdar and as such his duties are : (1) drilling of holes in the working faces, (2) dressing the roof at places where it is difficult and dangerous to do so, (3) showing of work places to the miners and pointing out to them the exact places where they should dig holes and marking those places with a crow-bar, (4) where the miners found the work difficult or where a particular miner did not know the work, he had to do the work of actual drilling holes at those places, and (5) where a miner is absent, he would have to work in his place as an ordinary miner and do the actual work of a minor. He has stated that all this work had to be done by him in his capacity as a Miner Sirdar. It is urged that he has thus to do manual work and he is therefore a workman.

16. On the other hand, the management urge that Miner Sirdars are of two kinds; a working miner sirdar and non-working miner sirdar. A working miner sirdar actually works as a minor as a member of his gang along with other miners, whereas a non-working sirdar does not do so. It has been said that Sirdar system was introduced long ago with the principal object of recruiting labourers from outside and controlling them both while working and while staying at the colliery. Sirdars were to bring the people to the collieries from distant villages by paying them railway fares and also used to give them some money in the beginning. In cases of necessity, the Sirdar used to lend them money. He also used to look after their social welfare. For this work, he Sirdars were paid a commission on the work done by the workmen brought or recruited by him. In course of time the recruiting work became unnecessary; but still the system has been continued. At present, the sirdar's work consists of maintaining discipline among the workers and to be the middle-man between the management and the workmen, that is, they are a sort of liaison officers between the management and the workmen.

17. It was urged on behalf of the workmen that a distinction between a working sirdar and a non-working sirdar as alleged by the management did not exist. I do not agree with this contention. We find the term working sirdar used in the circular from the Indian Mining Association, Indian Mining Federation and Indian Colliery Owners Association to their members issued on 7th April 1949 (Exhibit 31). This circular mentions that the only class of sirdar eligible for bonus was the working sirdar who must either work manually himself and/or actively supervise his gang. In the letter Exhibit 40, dated 15th July 1949, the Regional Labour Commissioner (Central), Dhanbad, has stated that a sirdar was entitled to normal bonus provided he worked as a miner with his men and was individually paid by the employer like other miners. The letter further mentions that if the sirdar worked on a commission basis, his functions became similar to those of a contractor and in that case, he was not entitled to any bonus. In the letter Exhibit 32 dated 7th May 1951, the Coalmines Provident Fund Commissioner has stated that the Government had decided that working sirdars, as distinct from non-working sirdars, would be eligible to qualify for bonus, if they, among other things, either worked manually themselves and/or actively supervised a gang of not less than 13 workers on the average. It would thus be clear that all along, there has been a distinction in the industry between working sirdars and non-working sirdars. The working sirdars had to do actual manual work along with other miners of their gang, while non-working sirdars had not to do any manual work and their position was similar to that of contractors. The contention of the Union that there was no distinction between the two classes of sirdars cannot thus be accepted. In my opinion, there have been all along two classes of miner sirdars and whereas the working miner sirdar actually does manual work as an ordinary miner along with other members of his gang, the non-working sirdar does not do so.

18. Admittedly Nokhai does not work as an ordinary miner along with other members of his gang that is along with other miners. According to his case, he will have to do the actual work of a miner if on some day some miner is not well or is otherwise absent. In other words, he admits that ordinarily he does not work as a miner and that would mean that he is not a regular miner, that is, he is not what is known as a working sirdar.

19. It has been said that even though he may not have been actually working as a miner everyday along with other miners, he was required to do other manual work as a Miner Sirdar. We have therefore to consider whether as a Miner Sirdar, he was required to do any manual work or not. As I mentioned above, he has said that as a Miner Sirdar, he has to point the working places to the miners and mark with crow-bar the actual places where the workmen should drill holes. He further alleges that in case a miner does not know the work of drilling holes or in case drilling of holes at a particular place is difficult, he does that work. He then says that he has also to do dressing work when the dressing is found difficult by the other miners. Lastly he says, as I said above, that he actually works as a miner if some miner is absent. On the other hand, the management urge that a miner sirdar has not to do any manual work but he has to only keep the workmen under control and to act as a sort of a liaison officer between the management and the workmen.

20. The circulars above referred to by me go to show that only working miner sirdars were doing manual work and non-working miners were in the position of contractors, and had not to do any manual work. If all Miner Sirdars (whether they were actually working as members of their gangs as ordinary miners everyday or not) were required to do manual work as part of their duty as Miner Sirdars, there was no meaning in the above circulars; because in such a case, all miner sirdars would be supposed to be doing manual work and would have been eligible for bonus. This would mean that it was not ordinarily the duty of a Miner Sirdar to do manual work.

21. Then there are various circumstances which go to show that the allegations of Nokhai (Exhibit 29) and the witnesses Iswar (Exhibit 50) and Tilak Dhari (Exhibit 51), that a Miner Sirdar has to do manual work cannot be believed. At the outset, it may be noted that a Miner Sirdar is not paid a fixed salary but he is paid what is known as commission on the work done by his workers. Nokhai was at first not prepared to state even approximately what commission he earned in the year preceding his dismissal; but had later on to admit that it was not less than Rs. 8,000 to 9,000. The evidence of the Assistant Manager Mr. Mukherjee and the statement Exhibit 38 shows that between the period 19th November 1951 to 18th November 1952, Nokhai was paid an amount of Rs. 10,311/12/- as commission. It is difficult to believe that the management would pay such a large amount to a person for doing the manual work which is described by Nokhai to be the work he has to do as a Miner Sirdar. The management could easily engage one or two

persons who would be able to do all this work. It has been admitted that experienced miners can do the work which Nokhai is supposed to do. Actually when he is away on leave, one or the other of the miners is said to be doing that work in addition to his own duties. I do not think that the management would be spending a large sum of Rs. 10,000 per year for doing the work which they could easily get done by engaging one or at best two monthly rated workers and in that case they would be required to spend only Rs. 2,400 or at most Rs. 4,800 for it.

22. In this connection, Mr. Sen Gupta argued that even if it appeared that the amount that Nokhai was being paid was larger than what a worker would have got, the position as contemplated by the management was still worse; because he urged that according to the management, Nokhai was doing no work and was still being paid more than Rs. 10,000 per year. It is however not the case of the management that Nokhai is not doing any work or that he is paid such a large amount without doing any work. As I said above, the case of the management is that the Miner Sirdar has to maintain discipline, peace and order among the workmen and to work as a liaison between the management and the workmen. In his evidence, the Assistant Manager Mr. Mukherjee, Ex. 67 has stated that Nokhai had occasions to go underground when there were complaints from the workmen about bad ventilation or he might have to go underground to settle a quarrel among the workmen or he may have to go underground with the Manager for fixing certain rates to be paid to the workmen. In other words, his presence was necessary to maintain peace among the workmen and to maintain good relations between the management and the workmen. It was for doing this valuable work that he was being paid a commission of 1/-2/6 per tub raised by his workmen. He would get more commission if the number of workmen was larger. This would be consistent with his duties of maintaining discipline, peace, and order among the workmen and doing liaison work: but it cannot be believed that for doing occasional manual work or doing some supervision work, he would be paid a large sum of over Rs. 10,000 per year.

23. I may mention here that the different collieries engage persons to work as Mining Sirdars, overmen etc. (it may be noted that a Mining Sirdar is distinct from a Miner Sirdar). Nokhai is a Miner Sirdar. As the term indicates, he is a sirdar or a leader of the miners. A Mining Sirdar on the other hand has important duties to perform like supervision of the actual work being done by the miners and enforcing that the work is done according to law. The Mining Sirdar and the overman are to supervise the actual working of the work done by the miners. They have to point out the places where the miners have to work. They have to see that no one infringes any bye-law, Regulation or Rule and that all work is done according to law. They have also to see that there is no pillar robbing etc. These persons are monthly rated workmen and it would not be necessary for the management to engage a person known as Miner Sirdar to perform these duties. I might repeat that the management could get work which the Miner Sirdar is supposed to do according to the Union's case, by engaging one or two workmen, thereby saving a large amount. In my opinion, the payment which a Miner Sirdar gets is highly inconsistent with the nature of duties which he is supposed to perform according to the Union's case. On the other hand, if his duties are as alleged by the management, the payment to him cannot said to be very high.

24. The first duty alleged by the Union to be performed by a Miner Sirdar is pointing out the working faces to the workmen. This however is the normal duty of a Mining Sirdar or an overman. Nokhai himself has admitted that it is the duty of a Mining Sirdar to point out working faces where the C.P. miners and leaders have to work and that the overman has to see that work is done according to the law and also to see that no regulation or bye-law or rule is infringed by the workers. He has further admitted that the Mining Sirdar and the overman also see that no pillar robbing takes place.

25. It has then been said that a Miner Sirdar points out places where miners should drill holes and marks those points with a crow-bar. As admitted by Tilak Dhari, Exhibit 51, the miners can know the spots where they should bore the holes. He however says that still Nokhai does this, because it is his duty to do so and he is paid for it. I do not think that anyone would be required to show or mark the spots where the miners should drill holes because miners would be capable of knowing as to at what spot they should drill holes. For this purpose, no other person would be required. It would be very difficult—if not impossible—for one person to show and mark the places where the miners were to bore holes, when their number was very large.

26. It has then been said that where the work is difficult, Nokhai himself drills holes and further that at difficult places, he also does the dressing work. It is an admitted fact that this work can be done by miners. Actually when Nokhai is on

leave, there are other people who are able to do the work and I do not think that a Miner Sirdar would be required for doing this work.

27. In this connection, I may also point out the unnaturalness of the workmen's case. It is an admitted fact that Nokhai is the only Miner Sirdar in pit No. 3 of this colliery. It is also an admitted fact that two shifts are worked in this pit. The day shift is from 9 A.M. to 5 P.M. and the night shift is from 9 P.M. to 3 A.M. If a Miner Sirdar was required for performing the duties which are alleged by the Union to be the duties of a Miner Sirdar, we should have expected two Miner Sirdars for the two shifts. Propably because of this, it has been alleged that Nokhai works for the whole period of one shift and for one or two hours in the other shift. In other words, he works for 9 or 10 hours every day. This would be illegal; because no one has to work or can work or can be allowed to work for more than 8 hours a day. A person with the experience of Nokhai must be knowing this; and still when questioned on the point, he conveniently said that he did not know whether there is any rule under which a person cannot work for more than 8 hours. As pointed out by the Assistant Manager Mr. Mukherjee, if a person works for more than 8 hours, information has to be given about it to the Inspector of Mines and overtime wages have to be paid to the workmen who work overtime, I do not believe that Nokhai has to work about 10 hours every day nor do I believe that he works throughout the period of one shift and for about an hour or two in the second shift.

28. According to the workman's case, it is part of the Miner Sirdar's duty to dress faces when that work is difficult. It has even been said that if any such work arises during the absence of Nokhai, the work is stopped and Nokhai is sent for and he comes and does the work and then the normal work is resumed. This is ridiculous and cannot be believed. Admittedly there are some miners who are capable of doing the work which Nokhai is doing and this would mean that they would be capable of doing difficult work and they actually do it during his absence on leave. It cannot therefore be believed that if such a work arose (during the second shift) when Nokhai is not there, the work would be stopped and he would be sent for, and the work would be resumed after he came and did the work; because that would lead to unnecessary wastage of time, and work would ordinarily be got done by the miners who can do it.

29. Before proceeding further, I may mention that when Nokhai is on leave, his above alleged duties are said to be performed by a C.P. miner. According to Iswar, Exhibit 50, when Nokhai goes on leave, he appoints one Srimohan (a C.P. miner) as a substitute on every occasion, and Srimohan works both as miner and Miner Sirdar when Nokhai is on leave. According to Tilak Dhari Exhibit 51, if Nokhai goes on leave, his work is usually looked after by Ram Naresh and if Ram Naresh is also not there, the work is looked after by Srimohan. Tilak Dhari also stated that neither Ram Naresh nor Srimohan gets commission payable to a Miner Sirdar during the period they act as such. When Nokhai is on leave, Srimohan and Ram Naresh do not get any commission but only get wages as ordinary miners and nothing more. It is Nokhai who gets the commission even while he is on leave. If the Miner Sirdar's duties are as enumerated by Nokhai and if he is paid for those duties, one should expect that when he is on leave, the person who performs those duties during his absence would get that commission and Nokhai would not get it. The fact that even when Nokhai is away and does not do the above work, he gets the commission would go to show that it is not his duty to do the above manual work as alleged by him.

30. I may further point out that formerly one Mahabir who was the Miner Sirdar and Nokhai was working under him. Nokhai denies this and on the contrary alleges that Mahabir was working under him (Nokhai). Witness Iswar (Exhibit 50), however, admits that formerly there was a Miner Sirdar named Mahabir and that Nokhai was working as a miner under Mahabir. Iswar's evidence also shows that formerly there were three Miner Sirdars in pit No. 3 and Mahabir was one of them and that after they left, the sirdarship was given to one Arjun Chamar; but as he could not manage it, it was taken over by Nokhai Gope. The fact that a particular person was not able to manage the sirdarship would go to show that it is not the sirdar's duty to do some manual work as alleged by the Union but his duties must be to maintain discipline, peace and order among the workmen and to do liaison work between the management and the workmen. Further it may be noted that, according to the Nokhai's own evidence, in the beginning he and Mahabir were dividing Sirdar's commission equally among themselves and after Mahabir's death, Nokhai is giving a half share in the commission to Mahabir's wife. If the Miner Sirdar has to do manual work and is paid for doing that work, it is difficult to believe that the amount he receives as a Minef Sirdar would be divided between him and another person who is not doing any work.

31. If the duties of a Miner Sirdar were as alleged by the Union, the Miner Sirdar would have to go underground everyday. The management have produced underground registers Exhibit 69 to 73 and a list Exhibit 37 prepared therefrom showing that in the year between 18th November 1951 to 18 November 1952, Nokhai went underground only on 44 days. These registers have to be maintained according to law and deserve great weight. On the other hand, it has been contended that these registers are not reliable and that the coal sheets and payment sheets Exhibit 24 and statement Exhibit 77 prepared therefrom would go to show that Nokhai has been marked present for 208 days during the period 1st December 1951 to 27th September 1952. It was contended that this showed that the underground registers Exhibits 69 to 73 were not correct, and that Nokhai had been going underground almost everyday. I do not agree with this contention.

32. When a person goes underground, that fact is marked in the underground register. When he comes up, the fact that he has come out to the surface is also marked in that register. The coal sheets and payment sheets do not necessarily show that a particular person has gone underground. All that the coal sheets show is that Nokhai was present on a particular day at the colliery. Admittedly Nokhai is being paid cash concession and free rice for daily attendance and for calculating the amount of cash concession payable to him and for ascertaining the free rice that he should get, his presence would have to be marked; but his presence would not necessarily mean going underground but would only mean presence at the colliery. In my opinion, therefore, the coal sheets Exhibit 24 and the statement Exhibit 77 prepared therefrom would only mean that during the above period, Nokhai was present at the colliery for 208 days and not that he went underground on 208 days. I would rely on the underground registers Exhibits 69 to 73 and hold that during the year preceding his dismissal, Nokhai had gone underground only on 44 days. This would show that the allegation that a Miner Sirdar has ordinarily to do manual work as described above cannot be believed.

33. It was then said that Kerosene was issued to Nokhai everyday and this would show that he had to work underground. It is an admitted fact that Nokhai was being issued three chhattaks of refined kerosene oil everyday. The management have produced the Kerosene issue register Exhibit 75. It shows that Nokhai was being given three chhattaks of refined kerosene oil everyday. It was argued from this that this showed that he must be going underground everyday. In his evidence Exhibit 67, the Assistant Manager, Mr. Mukherjee, has stated that it would not be correct to say that all persons to whom kerosene oil was issued must have gone underground on that day. He has further said that they issued kerosene oil not only to workers who required it for their work but also to other employees for burning in their houses. His evidence and the kerosene oil register Exhibit 75 go to show that kerosene oil was issued to attendance clerks, midwife, assistant time keeper and others. This shows that Kerosene oil was issued not only to underground workers but also to some surface workers. It was also issued to some other employees as a matter of grace for burning in their houses. In this connection, I may point out that Mining Sirdars are issued carbide and also refined kerosene oil. They require carbide for having better light when they go underground. They would not be in need of any kerosene oil for doing their work because they get carbide for this purpose. Still they are given refined kerosene oil for burning at home. This would also show that the issue of kerosene oil was not necessarily made only to those employees who required it for doing their work. As I mentioned above, even the attendance clerks, a midwife and assistant time keeper are among the persons whom kerosene was issued by the management. The issue of kerosene oil to Nokhai would not therefore necessarily mean that he had to go underground everyday.

34. It was then urged that whenever some miner was absent, Nokhai had to actually work as a miner in the place of that person. I do not believe this allegation. It may firstly be noted that there are several badli miners and badli loaders and they would ordinarily be employed in case a miner or loader was absent. It was however said that there may be occasions when the number of absentees was greater than the number of badli workers and on those occasions Nokhai would actually work as a miner. I do not believe this. According to his own admission, his name has never been shown as a miner even when he is alleged to have worked as a miner in the place of an absentee. He says that even when he did the actual work of a miner, his name was never shown as such and the tubs of coal cut by him were not shown on his name. No payment was ever made to him; but the payment was made to the absentee miner and he is alleged to be making over the money to Nokhai. There is no evidence to support this allegation. If Nokhai actually worked as a miner on a particular day in the place of another miner, there was no reason why Nokhai's name should not have been shown as a miner for that day nor would there be any reason why the absentee miner's name should

be shown for that day. Actually when a miner goes on leave, the name of a loader of the same gang is shown as a miner working in the place of absentee miner and the loader's post is shown vacant for that day. If Nokhai was really working as a miner in the place of an absentee miner, there was no necessity for doing all this, that is, showing a loader as a miner and showing the loader's post as vacant; but Nokhai's name would have been shown as a miner for the day. I may also mention that whenever a miner goes underground, he is given tokens for attaching them to the tubs filled in with coal cut by him. No tokens were ever issued to Nokhai as can be seen from the token Register Exhibit 76. This also shows that his allegation that occasionally he had actually to work as a miner cannot be believed. I do not believe this allegation of his.

35. It was then contended that the fact that Nokhai has been getting free rice, cash concession, and quarterly bonus would go to show that he has to do manual work. It is an admitted fact that Nokhai is being given cash concession and, free rice for every day of attendance and also that he is paid quarterly bonus. This fact however would not necessarily mean that he has to do manual work.

36. It has been said that it is only manual workers who are given cash concession and free rice for every day of attendance. On the other hand, the management deny this. There is nothing to show that it is only manual workers who are being given cash concession and free rice. The Assistant Manager Mr. Mukherjee has pointed out in his evidence that not only persons who do manual work but others also get cash allowance and free rice. He has stated that overmen, Second-Class Mine Managers, and Loading Clerks get both cash allowance and free rice and all ordinary clerks are given cash concessions and some allowance in lieu of free rice. The duties of an overman have been defined under bye-laws 37 to 56 of the bye-laws for coalmines framed under Indian Mines Act. These duties are merely supervisory and none of them show that he has to do any manual or clerical work. I have discussed this point in my awards in Reference No. 35 of 1951 (published in the *Gazette of India*, Part II, Section 3, dated 9th May 1953 at page 584) and Reference No. 5 of 1953 (published in the *Gazette of India*, Part II Section 3, dated 17th October 1953 at page 1655). Thus though an overman has not to do any manual work, he is given both cash allowance and free rice. A loading clerk has also not to do any manual work and still he gets these concessions. An ordinary clerk also gets a cash allowance for daily attendance though he has not to do manual work. Thus the mere fact that Nokhai was being paid cash concession and free rice every day of attendance would not necessarily mean that he was doing manual work. I may also mention that a Miner Sirdar appears to have been considered a very useful person and has been given certain privileges though he would not have got them as of right; that is, he has been given those privileges as a sort of concession and merely because he was given those privileges, it would not mean that he got them because of his doing manual work.

37. It is also true that Nokhai was being paid quarterly bonus. In this connection, the Union relied on the circular Exhibit 31 above referred to, where it has been mentioned that the only class of Sirdars eligible for bonus was the working sirdar who must either work manually himself or actively supervise the gang. Reliance was also placed on the letter Exhibit 32 dated 7th May 1951 wherein also it was mentioned that working sirdars as distinct from non-working sirdars would be eligible for bonus if they either worked manually themselves and/or actively supervised the gang. The Assistant Manager Mr. Mukherjee has stated in his evidence that they did receive the circular Exhibit 31 but they did not follow it. He has also said that there was a meeting of the Standing Coalfield Committee and it was decided that it was desirable to give bonus to non-working Miner Sirdars also and accordingly they have been paying bonus to non-working sirdars also. Exhibit 40 is a letter dated 15th July 1949 from the Regional Labour Commissioner, Dhanbad, and it mentions that a sirdar was entitled to normal bonus provided he worked as a miner with his men and is individually paid by the employer like other miners and further that if he worked on a commission basis his functions became similar to those of contractors and in that case he was not entitled to any bonus. On this letter being received by some member of the Standing Coalfield Committee, the matter was placed before a meeting of that Committee on 2nd August 1949 and again on 5th September 1949. Exhibit 47 contains extracts from the minutes of these two meetings. In the latter meeting, the Committee stated that they were of the opinion that the above letter Exhibit 40 from the Regional Labour Commissioner would cut across the present practice and would be calculated to cause unrest in the coalfields. It was therefore recommended that the Secretary should discuss the matter with the Regional Labour Commissioner and explain the industry's position. It was further mentioned that as the industry was proposing to continue to allow a section of the workers a privilege, it was anticipated

that there would not be any difficulty in having the ruling rescinded. After this, another meeting of the Committee was held on 24th November 1949 and an extract of the minutes of that meeting has been produced at Exhibit 41. It mentions that with reference to the above mentioned minutes of the meeting held on 5th September 1949, the Secretary of the Committee met the Regional Labour Commissioner and the following is a short note of his visit:

"It was explained to the Regional Labour Commissioner that miner sirdar; were valuable to the management and because of the fact that they have been receiving bonus upto now, it would upset labour conditions if bonus was to be withheld from them at this stage. The Regional Labour Commissioner said that his letter on the subject was not intended to prevent bonus being paid to sirdars by employers who are willing to pay it but it was "or those employers who do not wish to pay the bonus". In other words, if an employer did not wish to pay bonus to miner sirdars he was entitled to do so in terms of his letter but it was not intended to prevent willing employers from paying bonus to the sirdars. It was further enquired from the Regional Labour Commissioner whether the Provident Fund authorities would have any objection to our paying bonus to these men and his reply was in the negative."

38. From all this, it would be clear that all Miner Sirdars, whether they were doing any manual work or not, were being paid bonus. A circular was issued stating that only those sirdars who were doing manual work along with other miners and who were actively supervising the gang were entitled to the bonus. The industry was not willing to stop payment of bonus to Miner Sirdars who were not doing manual work because they anticipated trouble if the prevalent practice was changed. They therefore made representations in the matter and as a result the position was clarified. It was stated that if an employer was not willing to pay bonus to a Miner Sirdar, who was not doing manual work, he could stop those payments. If however an employer was willing to make these payments to sirdars who were not doing manual work, they were at liberty to do so. Thus the mere fact that Nokhai was being paid bonus would not necessarily mean that he was doing manual work, because the management were at liberty to make the payments to him, even if he was not doing manual work.

39. Mr. Sen Gupta then relied on Exhibit 16 to 19 which are the bonus books and vouchers for this colliery. Exhibits 16 and 17 are bonus payment vouchers and Exhibits 18 and 19 are bonus books. Exhibits 16 and 18 are described to be vouchers and books meant for working sirdars while Exhibits 17 and 19 are described to be vouchers and books meant for non-working sirdars. The name of Nokhai is included in Exhibits 16 and 18 along with the names of sirdars of Pits 6 and 7, who are admittedly working sirdars. It was argued from this that this would go to show that Nokhai was a working sirdar otherwise his name would not have been included in the vouchers and books meant for working sirdars, along with other admittedly working sirdars. It may however be noted that a working sirdar who is entitled to bonus has the option of working out his bonus on one of the two methods mentioned in the circular Exhibit 31. The first method is that the bonus would be calculated on the average basic earnings of the individual bonus qualifying members of his gang, plus 25 per cent. The second method is that the bonus would be bonus which the sirdar had earned by working manually himself and by putting in the qualifying number of attendances. The Circular Exhibit 31 mentioned that the working sirdar should be given the choice of opting for either of these two methods. In other words, a working sirdar has a right to elect as to how his bonus is to be calculated. Non-working sirdars have no such option; because in their case the second method referred to above would not arise. In their case, the bonus will have to be calculated on the first method only. It is because there are two methods of working out bonuses that there are two sets of bonus payment vouchers and bonus books. One set is meant for non-working sirdars and would include working sirdars, who opt for the first method and the other is meant for working sirdars; that is, those working sirdars who opt for the second method of calculation of bonus. The vouchers and books meant for non-working sirdars would thus be used not only for non-working sirdars but also for those working sirdars who opt for the first method of calculation of their bonus. In this connection, the details given in the vouchers Exhibits 16 and 17 may also be noted. In the case of voucher Exhibit 17, we find that columns 6 to 8 regarding the number of days qualifying attendance and total earning have not been filled in; because in the case of non-working sirdars, and those of working sirdars who opt for the first method of calculation, the bonus will be calculated on the average basic earnings of the bonus qualifying members of the gang. In the case of the second method, the number of days worked, the qualifying attendance, and

the total earnings would be necessary and we find that in the case of bonus vouchers Exhibit 16 that these columns have been filled in. It is thus possible that the names of working sirdars may be included in the vouchers and books meant for non-working sirdars.

40. It may also be remembered that it is nobody's case that Nokhai was a working Sirdar, i.e. he was actually working as a miner along with other members of his gang; and the fact that his name is included in one or the other book would not be material for deciding whether even as a non-working sirdar, his duty was to do manual work.

41. It was then urged that in the case of pits 6 and 7 there was a recruiting contractor named G. Pandey and he was being paid a commission of -/-1/- per tub when in those very pits there were some Miner Sirdars who were paid -/-1/6 per tub. It was argued from this that the work of a Miner Sirdar is not of recruiting and whereas a recruiting contractor gets -/-1/- per tub, a Miner Sirdar also gets -/-1/6 per tub in addition to what the recruiting contractor gets and this would mean that the Miner Sirdar must be performing manual duties for which he is paid as above. As I mentioned above, a Miner Sirdar has to perform duties of maintaining discipline, peace and order among the workmen and he has also to do liaison work between the management and the workmen, and it is for this that he gets a commission. This work is not to be done by a recruiter whose duty ends as soon as he recruits workmen. Hence the recruiter gets -/-1/- per tub, while the Miner Sirdar also gets some commission (-/-1/6 per tub). It would not however necessarily mean that he is a manual worker.

42. The allegation that a Miner Sirdar also works as a miner in some cases and the allegation that every often a miner does the work both of a miner and Miner Sirdar would also go to show that the Miner Sirdar as such must not have to perform any manual work. If he had to do manual work as a Miner Sirdar, his work as a miner would suffer because he would often be called upon to do some manual work as a Miner Sirdar thereby interrupting his work as a miner. This would not be natural. This would also go to show that the Miner Sirdar have not to perform manual work.

43. It was then argued that in the letter of dismissal addressed to Nokhai Gope, copy of which has been produced by the management as annexure 'D' to their written statement, it has been mentioned that he was discharged under Clause 27(5) of the Standing Orders. It was urged that under the Industrial Employment (Standing Orders) Act 1946, standing orders were meant for defining the conditions of employment and make them known to workmen, that is, the standing orders were meant for workmen. The definition of workman given in that Act is the same as the definition given in the Industrial Disputes Act. It was therefore urged that the fact that the management dismissed Nokhai under their standing orders would go to show that they admitted that Nokhai was a workman. It may however be noted that according to the standing orders of this company which have been produced at Exhibit 59 in Reference No. 1 of 1953, a distinction has been made between "workmen" and "employees". For instance, Section 27 refers to employees and not only to workmen, while Section 26 refers to workmen. Thus the fact that Nokhai purports to have been dismissed under Section 27 of the standing orders would not necessarily mean that he was admitted to be a workman.

44. It may then be noted that the standing orders are meant for the benefit of the workmen. It would not however mean that the standing orders cannot be applied to employees who are not workmen. It would be open to the management, even though it may not be necessary to do so, to take action against an employee who may not be a workman under the standing orders. Further, it may even be that the standing orders may have been used in ignorance of law. In this connection, I may mention that the attention of the Superintendent of Collieries was drawn by the Managing Agents by their letter Exhibit 35 dated 17th November 1952 to the fact that the sirdar concerned (that is, Nokhai) was not a workman within the meaning of the Industrial Disputes Act. In spite of this, in the order of dismissal (which is passed subsequently to this letter), a reference is made to the standing orders. This may be either because the Superintendent of Collieries thought that the standing orders were applicable even to non-workmen or it may be due to the fact that he did not want to leave any loop hole, because the Managing Agents had asked him to take every precaution to ensure that there was no loop hole. Even though Nokhai may not have been entitled to privileges defined in the standing orders, the Superintendent of Collieries may have thought it safer to adopt the procedure laid down therein, and to discharge him under the above section. In my opinion, therefore, the fact that Nokhai was dismissed under Clause 27(5) of the standing orders would not mean that he was a workman.

45. Lastly my attention was drawn to the decision of my learned predecessor in Reference No. 7 of 1949 where a Miner Sirdar was held to be a workman. I have gone through the award passed by my learned predecessor in that case and I find that this point was not then seriously disputed by the management. After all, it is a question of fact whether a particular Miner Sirdar has to do manual work or not. Several miner sirdars also do manual work and they are, as I said above, known as working sirdars and all that can be said on the strength of the above award is that the particular Miner Sirdar mentioned in that award was doing manual work and was on the evidence before the Tribunal held to be a workman. It would not necessarily mean that all miner sirdars are workmen.

46. On the whole, after having gone through the evidence and the circumstances in the case, and having given careful consideration to all the facts, I am of opinion that Nokhai Gope was a non-working Miner Sirdar and that he had not to do any manual work. That being so, he would not be a workman as defined in the Industrial Disputes Act and the reference would therefore not be valid, because the dispute would not constitute an industrial dispute.

47. In view of my above finding, it would not be necessary for me to consider whether the termination of Nokhai's services was in order. As, however, this is a question specifically referred to this Tribunal by the order of Reference and as both parties have led evidence on the point and argued it at length, I proceed to discuss it.

48. The management's case is that Nokhai had abused and threatened the Assistant Manager, Mr. S. K. Mukherjee on 13th November 1952, and as this offence was proved after holding an enquiry, Nokhai was discharged. On the other hand, the workmen deny these allegations and urge that the dismissal was not *bona fide* and that it was a case of victimisation and unfair labour practice and that he was dismissed because of his union activities.

49. Before I come to the question of what happened on 13th November 1952, I may mention that there can be no doubt that a Branch Union of the Bihar Colliery Mazdoor Sangh was formed at this colliery on 1st September 1952. The workmen allege that information about this was given to the management on 5th September 1952 and for this purpose, reliance has been placed on Exhibit 33, which purports to be a copy addressed to the management by Nokhai Gope as the Vice-President of the Union on 5th September 1952. The management deny that any such letter was given to or received by them. In this connection, Nokhai Gope in his evidence Exhibit 29 has stated that he had gone personally to Mr. Mukherjee and handed him over a letter of which Exhibit 33 is a copy. On the other hand, Mr. Mukherjee in his evidence Exhibit 67 has denied that any such letter was handed over to him. There is no evidence to support Nokhai Gope's allegation that he handed over this letter to Mr. Mukherjee. When cross-examined on this point, Nokhai stated that when he handed over the letter to Mr. Mukherjee, he asked him to give a receipt about it and Mr. Mukherjee said that he would send it with his peon. Thereupon Nokhai waited outside Mr. Mukherjee's office and after sometime Mr. Mukherjee's peon gave a receipt to Mr. Nokhai. Nokhai then said that he did not know who had signed that receipt and further that he had not got that receipt. After making all these statements, Nokhai turned round and said that no receipt was given to him. He further said that he complained about this to the manager Mr. Evans, who promised that a receipt would be given to him in due course, but Mr. Nokhai took no further action in the matter. In other words, Nokhai's evidence clearly shows that he did realise that he should obtain a receipt for the delivery of this letter and he did ask for a receipt and was promised that a receipt would be given to him. He had first admitted that he did receive a receipt but later on denied it. If he did not get a receipt as promised, I am sure he would not have sat quiet but would have taken some action in the matter. For instance, he would have sent another letter by registered post but he did nothing in the matter.

50. In this connection, I may also refer to Exhibit 48 which is a letter addressed to the management by the Office Secretary of the Bihar Colliery Mazdoor Sangh, Dhanbad, on 17th November 1952, informing them about the formation of the new union and giving names of its office-bearers. It is significant to note that this letter does not mention the fact that a letter had been handed over to the management on 5th September 1952 informing them about the formation of the Union. It may also be noted in this connection that according to Nokhai's evidence, the letter Exhibit 33 purporting to have been handed over by Mr. Nokhai to Mr. Mukherjee was got written and typed by him at the Dhanbad office of the Bihar Colliery Mazdoor Sangh and that Mr. Shiv Prasad who signed the letter Exhibit 48 was present at the time. If it was so, I am sure that the letter Exhibit 48

would have mentioned the fact that a letter had already been handed over to the management informing them about the formation of the new Union. I may also point out that though Exhibit 33 purports to have been signed by Nokhai, he does not remember as to who had signed it. In view of all this, I hold that no such letter like Exhibit 33 was handed over by Mr. Nokhai to the management informing them about the formation of the new Union. I further hold that it was only when the letter Exhibit 48 was handed over to the management on 22nd November 1952 that they officially knew for the first time about the formation of the Union.

51. Though I hold that the management did not officially know before 22nd November 1952 about the formation of the new Union, I think that they must have learnt about it from other sources. The Union was formed by holding a public meeting in the colliery premises on 1st September 1952, and this fact could not have been without the knowledge of the management. The management must also have learnt among other things that Nokhai Gope was the Vice-President of the new Union. It appears that the new union had written a letter to the company on 6th October 1952, claiming compensation for the workmen working in the Power House which was to be closed from 11th October 1952. At least this letter must have given information to the management about the formation of the new union. Further, as I said above, the management could not be ignorant of the fact that a meeting was held in their premises on 1st September 1952, nor could they have been ignorant of the fact that Nokhai Gope was elected its Vice-President. It may also be noted in this connection that the President and Secretary of the Union were outsiders and thus Nokhai Gope would be an important leader of the Union, so far as the persons inside the colliery were concerned.

52. The Union's case is that it was because Nokhai was taking a leading part in the activities of the new Union and because the management wanted to support an old union which had become defunct, they victimised Nokhai and dismissed him. It appears that before the present union was formed (and probably even now), there was and is another Union working in this colliery. It however appears that even before the present union was formed, Shri Ramanand Das who is the President of the present union was taking interest on behalf of the workmen, as can be seen from the letters Exhibits 43 and 44. The management deny the allegations of the Union and state that Nokhai Gope was dismissed because he insulted and threatened Mr. Mukherjee in his office on 13th November 1952.

53. The principles governing such cases are laid down in the well known Buckingham and Carnatic Mills case, 1951, Vol. II, Labour Law Journal, p. 314. The relevant discussion is made in paragraphs 8 to 11. I would quote here para 11 at length because it contains the important principles which will have to be followed in the present case.

"The power of the management to direct its internal administration, which includes the enforcement of discipline of the personnel, cannot be denied; but with the emergence of modern concepts of social justice, that an employee should be protected against vindictive or capricious action on the part of the management which may affect the security of his service, this power has to be subjected to certain restrictions but at the same time undue interference by a tribunal with administration and management should not be encouraged. It would thus be open to the tribunal to examine the findings of the management on the charge of misconduct to assure itself that there is evidence to support the finding and that the decision of the management is a POSSIBLE view on the evidence before it. In such a case the tribunal should refrain from substituting its own judgment for the judgment of the management, as in such matters the tribunal does not act like a court of appeal but rather as a supervisory body exercising what would ordinarily be regarded as powers of reversion for correction of basic errors, which go to the root of the matter and of perverse findings. Consequently, any vindictive or capricious action on the part of the management or the fact that the trouble had been provoked by the action of the management, may be relevant factors for consideration in determining whether interference with the decision of the management is called for. The result, therefore, is that the decision of the management in relation to the charges against the employee will not prevail—if

(a) There is want of bona fides, or

- (b) It is a case of victimisation or unfair labour practice or violation of the principles of natural justice, or
- (c) There is a basic error on facts, or
- (d) There has been a perverse finding on the materials."

54. The Union's case is that in the present case there was want of bona fides and that it was a case of victimisation and/or unfair labour practice and/or violation of principles of natural justice. On the other hand, the management deny this. They urge that after the incident of 13th, a charge-sheet was served on Nokhai on 14th November 1952. He replied to it on the very day and thereafter an enquiry was held by the Welfare Officer on 15th November 1952 in the presence of Nokhai Gope and not only his statement was recorded but the statements of five witnesses were recorded in his presence. The Union alleges that no enquiry was held by the management on 15th November 1952 as alleged and further that the management had already taken a decision to dismiss Nokhai Gope before the alleged enquiry was made.

55. The Union have examined Nokhai Gope at Exhibit 29 and a workman named Tilak Dharai Exhibit 51, both of whom deny that Nokhai Gope insulted or abused or threatened the Assistant Manager, Mr. Mukherjee. On the other hand; the management have examined Mr. Mukherjee at Exhibit 67 and overman Mr. B. K. Roy at Exhibit 78, both of whom say that Nokhai abused and threatened Mr. Mukherjee. On that very day, Mr. Mukherjee made a report Exhibit 56 to the Colliery Superintendent, through the Manager of the colliery. On the next day, i.e., 14th November 1952, the manager issued a charge-sheet Exhibit 57 to Nokhai Gope, who gave a reply to it on that very day. It is alleged that after this an enquiry was held by the Welfare Officer, Mr. Biswas under instructions of the Colliery Superintendent conveyed to him under Exhibit 58. Mr. Biswas is examined at Exhibit 54. He has stated that on 15th November 1952 he went to the colliery and sent for Mr. Mukherjee and Mr. Nokhai Gope and recorded their statements. He has further said that he then recorded the statements of several witnesses. The statement alleged to have been given by Nokhai is Exhibit 60. Mr. Mukherjee's statement is Exhibit 61, while the other statements are Exhibits 62 to 66. Mr. Biswas then made a report Exhibit 59 and thereupon the manager recommended Nokhai's discharge on 17th November 1952. The Colliery Superintendent ordered his discharge from 19th November 1952 by order passed on 18th November 1952. This order was conveyed to Nokhai Gope by letter of the Manager, dated 19th November 1952, a copy of which has been produced as annexure 'D' to the written statement of the company.

56. As I said above, the Union denies that any enquiry was made by the Welfare Officer on 15th November 1952, as alleged by him. It is also denied that he recorded any statements. The management have examined the Welfare Officer at Exhibit 54 who has stated that he held the enquiry on 15th November 1952 and recorded the different statements. His evidence in this connection is corroborated by the evidence of the Assistant Manager, Mr. Mukherjee at Exhibit 67 and Overman Mr. B. K. Roy at Exhibit 78. Ordinarily one would have accepted the statements of these witnesses; but in the present case, there are various circumstances which throw a considerable doubt on the allegation that an enquiry was held on 15th November 1952 as alleged.

57. The statement said to have been made by Nokhai is, as I said above, produced at Exhibit 60 while Mr. Mukherjee's statement is Exhibit 61 and the statements of other witnesses are Exhibits 62 to 66. All these statements are typewritten. It is rather strange that statements recorded by an enquiring officer were typed. Mr. Biswas has said that he wrote down the statements of all these persons in his own hand-writing and then he got them typed by a typist and after they were typed, these statements were signed by the different persons, except Nokhai who refused to sign his statement Exhibit 60. If we scrutinise the statements Exhibits 60 to 66, all of which must have been typed at the same time (according to the case of the management), we find that they are typed not only on different sizes of paper but they were on different kinds of papers also. If a typist were to type all these statements at one sitting, we should normally expect all the statements to be typed on the same kinds, and sizes of papers. Further we find that the headings regarding the different statements are different. The statements Exhibit 60 to 62 only mention that they are statements of particular persons. The statements Exhibit 63 and 65 mention that they are statements of particular persons whose description or designations are given along with their names. Statement Exhibit 64 starts with "I, C. K. Dev working as pit clerk at No. 3 pit have to inform you as

follows". The statement Exhibit 66 is in the form of a letter addressed to the Welfare Officer of Messrs. East Indian Coal Co. Ltd. When this was pointed out to Mr. Biswas, he changed his original statement and stated that so far as the statement Exhibit 66 was concerned, it was typed by the person who made it and that is why it is in the form of a letter. In my opinion, looking to the form of the statement Exhibit 64, I think that it must not have been recorded by Mr. Biswas as alleged but the clerk concerned must have typed it out himself and given it to the enquiring officer. In other words, so far as the statements Exhibits 64 and 66 are concerned, they show by themselves that they were not statements recorded by Mr. Biswas by a *viva voce* examination but that these persons making these statements must have written the statements themselves and typed them and given them to Mr. Biswas. In other words, no enquiry as alleged must have been held in the presence of Nokhai Gope.

58. I also feel that these alleged statements, though they bear the signatures of the different persons, must have not been signed by any of them on 15th November 1952 as is now alleged. The most important circumstance in this connection is the fact that in the copies of these statements which were produced by the management as annexure 'C' to their written statement, none of them excepting Exhibit 66 purported to have been signed by the persons making them. The copies of the statement Exhibits 66 and of the report Exhibit 59 produced as annexure 'C' to the written statement bore the endorsement 'Sd'. There was no such endorsement below any of the other copies and this would *prima facie* go to show that these different statements must not have bore the signatures of the persons, at least when the written statement was filed in this case in June 1953. The statements must therefore have been signed at a subsequent date showing that the allegations of the management cannot be believed.

59. In this connection, I may also refer to the Conciliation Officer's report made to the Regional Labour Commissioner on 30th January 1953, which is found at Serial No. 21 in the Regional Labour Commissioner's file. In that report on the second page under item No. 2 the Conciliation Officer has reported, "it is also on record that after recording the evidence of five employees who witnessed the incident, the management issued a charge-sheet against Shri Nekhai Gope on 14th November 1952". This would show that the statements Exhibits 62 to 66 which are now said to have been recorded on 15th November 1952 were then alleged to have been recorded before the charge-sheet Exhibit 57 was issued on 14th November 1952. In this connection, the endorsement made on the original charge-sheet Exhibit 57, by the Manager may be persued. Therein, a reference is made to the statements given by the witnesses (and Nokhai's admission) to the Welfare Officer, on 15th November 1952. This date as originally typed was 14th, but later on, the figure '4' was erased and '5' typed to make it read 15th. This new figure '5' is not typed on the same typewriter, as can be seen from its being smaller than figure '5' appearing at two other places. This shows that the original endorsement was that the statements were recorded on 14th November, but this was later on changed to read that they were recorded on 15th November. The notice of dismissal given to Nokhai (Annexure 'D' to the management's written statement) mentions that the statements were given by witnesses and Nokhai's admission was made before Welfare Officer on 14th November 1952. The present allegation that statements were given on 15th is thus false. All this shows that the management have no regard for truth and also that they have no sanctity for solemn statements and that they are capable of anti or post-dating documents as it suits them.

60. Before proceeding further, I may also refer to letter Exhibit 35 written by the Managing Agents to the Colliery Superintendent on 17th November 1952. Several statements made in this letter would show the mentality of the management and would also show the hollow nature of the alleged enquiry. This letter is in reference to the present incident of 13th November 1952. This letter shows that even prior to the incident of 13th November 1952, the management were prejudiced against Nokhai Gope. It mentions *inter alia* that "from the discussions that took place between Mr. Maulik (who was a representative of the Managing Agents and) who was at the collieries in the preceding week, and the Manager (Mr. Evans) and the Assistant Manager (Mr. Mukherjee), it was obvious that Nokhai Gope was deliberately spiteful against Mr. Mukherjee and that there was ample motive for such a hostile attitude." The letter further mentions that the Managing Agents had during the past few months received reports of the way in which Nokhai had been behaving and perhaps there were some written complaints in this connection at the office of the Colliery Superintendent. I may mention at this stage that no such report has been produced before me

nor was any evidence led regarding Nokhai Gope's previous conduct excepting an alleged incident which took place in February 1951. Though the letter alleges that Nokhai Gope's behaviour and conduct had been bad for sometime, there is not an iota of evidence to support that allegation.

61. It has been alleged by Mr. Mukherjee in his evidence that in February 1951, Nokhai and one Ram Prasad approached the Manager Mr. Evans in his office and asked for an increase in the number of miners. Mr. Evans refused to do so. On this, Nokhai and Ram Prasad collected some men outside the office of Mr. Evans and began to shout "Beat him", "Finish him" etc. Mr. Evans left the office and thereupon the demonstrators also left the place. In support of this, copy of a letter Exhibit 49 said to have been written by Mr. Evans to the police on 7th February 1951 has been produced. Mr. Evans has not been examined to describe the incident. Mere holding of a demonstration by the workmen to have their grievances redressed cannot be said to be objectionable. No doubt Mr. Mukherjee alleges that the demonstrators shouted "Beat him", "Finish him" etc., but no such allegation has been made in the letter, Exhibit 49. If the demonstrators were rowdy, they would not have allowed Mr. Evans to leave the office without trying to molest him; but there is no such allegation. It is important to note in this connection that after this demonstration the management did concede the demand of the demonstrators and increased the number of miners as demanded by them. In my opinion, the workers must have held a sort of demonstration to have their demand satisfied; but I do not think that they used any threatening words. As I said above, mere holding of a demonstration cannot be said to be objectionable.

62. The following statements made in the above letter of the Managing Agents to the colliery Superintendent would throw a flood of light.

"Mr. Maulik reports that on the evening of 14th instant this matter was discussed between you (Colliery Supdt.), Mr. Mukherji, Mr. Evans (Colliery Manager) and himself (Mr. Maulik) and Mr. G. M. Ray, Secretary, Standing Coalfields Committee was also present. It was decided that the Sirdar should be dismissed for his rude behaviour to the Assistant Manager of the colliery and for threatening him with personal violence."

The letter then gives some details about the discussion that took place and goes on to state,

"Mr. Maulik reports that considering all the above, it was finally agreed that the extreme measure must be taken and we confirm this course".

"We would suggest that Mr. P. K. Majumdar be asked to take such steps as are necessary and every precaution should be taken to ensure that there is no loop hole."

"We shall not accept any idea of letting Nokhai Gope off on this occasion under any circumstances."

63. The above remarks contained in the above letter make it very clear that before the alleged enquiry on 15th November 1952 was held a discussion had taken place between the Colliery Superintendent (Mr. Howieson), the Manager (Mr. Evans) and a representative of the Managing Agents (Mr. Maulik) and some other persons and that it was decided at that meeting that Nokhai must be dismissed. The Managing Agents also informed the Superintendent of Collieries to see that all necessary steps were taken and that every precaution should be taken with the help of a particular officer to ensure that there would not be any loop hole. They further informed the colliery Superintendent that under no circumstances would they accept the idea of letting off Nokhai. Probably, these points must also have been stressed by Mr. Maulik before the Superintendent of Collieries at the discussion that took place on 14th and the Superintendent must have known that the Managing Agents were keen on Nokhai being dismissed. At any rate, this letter must have been before the Superintendent of Collieries before he passed the order of discharge of 18th November 1952.

64. It would be apparent from all this that the so-called enquiry on 15th November 1952 was a farce. As I said above, I am not satisfied that any enquiry took place on that day as alleged. I am not also satisfied that Nokhai was called or that his statement was recorded or that the statements of other persons were recorded in his presence. I may also mention that no one has said that Nokhai was given an opportunity either to cross-examine the above witnesses or to examine witnesses in his own defence. Apart from this, even assuming that a

proper enquiry was held on 15th November 1952, I think that it has no value. Before the enquiry was held, a decision had already been taken by the Superintendent of Collieries that the person must be dismissed. He must have been influenced in this fact by the opinion of Mr. Maulik who represented the Managing Agents. The above letter mentions that in the course of the discussions which took place on the evening of 14th, the Colliery Superintendent had raised certain points against the proposal about Nokhai's dismissal; but the Managing Agents though appreciating those points over-ruled them. It is also important to remember that the Managing Agents also informed the Superintendent of Collieries that they would not under any circumstances accept any idea of letting Nokhai off on the occasion. In other words, even if the Superintendent of Collieries was so inclined, he had practically no choice left but to pass an order dismissing Nokhai. He had probably no discretion or option left to him. It could not thus be said that the decision to dismiss Nokhai was his own. I may even say it could not be said that he thought or was satisfied that Nokhai was really guilty. After deciding to dismiss a man, the holding of an enquiry was nothing but a farce and had no value.

65. It was argued on behalf of the management that even if we brush aside the enquiry, there was sufficient evidence to show that Nokhai had abused and threatened Mr. Mukherjee. It is not in dispute that some incident did take place at the Manager's office between Mr. Mukherjee and Mr. Nokhai on the morning of 13th November 1952. What that incident was is in dispute. According to Nokhai, it was Mr. Mukherjee who was angry with him; while according to Mr. Mukherjee, it was Nokhai who abused and threatened him. On the one hand, we have the evidence of Nokhai Exhibit 29 and witness Tilak Dhari, Exhibit 51. On the other, we have the evidence of Mr. Mukherjee Exhibit 67 and Overman B. K. Roy Exhibit 75. It is however to be remembered that the statements of Mr. Mukherjee and Mr. Roy regarding the alleged inquiry of 15th November 1952 and recording of statements, Exhibits 60 to 66, would go to show that they have no regard or sanctity for truth and that they would be prepared to make any statements that would suit them or that would suit the management. In the circumstances, it would not be proper to accept their statements as true regarding the version as to what had taken place.

66. I may repeat that it is not in dispute that some incident did take place in the morning of 13th November 1952. It was easy to exaggerate what had happened or to give a turn or twist to the incident. The management had some prejudice against Mr. Nokhai. Personally, I feel that the reason for this prejudice must have been the fact that he was taking a leading part in organising the union. Whatever it may be, the fact remains that the management for one reason or another were prejudiced against Nokhai and were probably seeking an opportunity to dismiss him. In the meanwhile, some incident occurred on 13th November 1952, and it must have been decided to take advantage of that incident to dismiss Nokhai. The matter was prejudged, before hearing the witnesses or even Nokhai. I am not satisfied that Nokhai really abused or threatened Mr. Mukherjee.

67. I may then mention that the incident on 13th took place regarding the allotment of some Dowrahs. According to Nokhai Gope, the Assistant Manager had allotted only four dowrahs to his workmen while about 20 to 25 workmen wanted them and when this workman went to Mr. Mukherjee, he asked them to go to Nokhai. It is suggested that he did so with a view that these workmen may quarrel with Nokhai. On the other hand, Mr. Mukherjee says that the allotment of dowrahs was not his concern. It however appears from the statement of Overman B. K. Roy that on the previous day Mr. Mukherjee had instructed Mr. Roy to inform Nokhai that four dowrahs had been allotted to his workmen and accordingly Mr. Roy had gone to Nokhai and told him so. Thus whether it was Mr. Mukherjee's duty to allot dowrahs or not, it was he who sent word to Nokhai about the allotment of four dowrahs to Nokhai's men. Whether Mr. Mukherjee sent the workmen to Nokhai or not, the workmen appear to have gone to Nokhai and told him that Mr. Mukherjee had said that he had allotted dowrahs to Nokhai and the workmen should approach him. Thereupon Nokhai went next morning to Mr. Mukherjee to satisfy the workmen that the number of dowrahs allotted to him was only four. Probably this must have led to some hot words between Mr. Mukherjee and Mr. Nokhai and I feel that neither party is speaking the whole truth on the point. I do not believe that Nokhai quietly swallowed the angry words of Mr. Mukherjee nor do I believe that Mr. Mukherjee quietly swallowed the words of Mr. Nokhai. It is doubtful as to who took the initiative in using the hot words but I do feel that some hot words must have been exchanged between them. I am however not satisfied that

Nokhai abused Mukherjee or that he threatened him. I think that the facts have been exaggerated, as the management wanted to get rid of Nokhai.

68. To sum up, I do not believe the allegations about holding of the enquiry. The management had already decided to dismiss Nokhai before holding of the alleged enquiry and the Superintendent of Collieries had already been instructed to do so. In all these circumstances, I am of opinion that the dismissal of Nokhai was not bona fide and that it was a case of both victimisation and unfair labour practice.

69. The result is that I hold that the termination of the services of Nokhai Gope was not in order; but I cannot give any relief to him, because he is not a workman as defined in the Industrial Disputes Act and the dispute relating to the termination of his services cannot be said to be an industrial dispute; that is, because the reference is not maintainable, I cannot pass any order for reinstating Nokhai Gope in service or paying him compensation etc. The reference must therefore be dismissed. I pass my award accordingly.

The 23rd December 1953.

(Sd.) L. P. DAVE, Chairman,
Central Government's Industrial Tribunal Dhanbad.

[No. LR-2(396)]

New Delhi, the 12th January 1954

S.R.O. 225.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Kanhai Rajwar and two other workmen of the Loyabād Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD
APPLICATION No. 101 of 1953

(Arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of Industrial Disputes Act, 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B., Chairman.

PARTIES:

1. Shri Kanhai Rajwar,

2. Shri Gobind Rauth,

3. Shri Ramdular Ram—all of Loyabad Colliery—Complainants.

Vs.

1. Messrs. Burrakar Coal Co. Ltd., Loyabad Colliery, P.O. Bansjora, Dist. Manbhumi, Bihar,

2. Mohan Mistry, Blacksmith, Contractor, Loyabad Colliery, P.O. Bansjora, Dist. Manbhumi—Opposite parties.

APPEARANCES:

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, Dist. Manbhumi—For the Complainants.

Shri D. N. Gupta, Chief Personnel Officer, M/s. Bird & Co. Ltd., P.O. Sijua, Dist. Manbhumi, Bihar—For the Opposite Party No. 1.

Shri Mohan Mistry, (in person)—For the Opposite Party No. 2.

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. It was filed on 10th June 1953 by three workmen of the Loyabad Colliery, alleging that the management of that colliery had dismissed them on 1st June 1953 without any reasonable or proper cause and without obtaining any permission from the Tribunal, though Reference No. 6 of 1952 was pending before the Tribunal between the management and its workmen. They therefore urged that they should be reinstated and paid the arrears of their wages.

The opposite parties filed written statements opposing the complaint. Among other things, it was contended that the complainants were working in the colliery

as usual and they had never been permanently removed. It was also contended that they had been paid their remuneration in full.

When the matter came up before me, Mr. Burman on behalf of the complainants gave a statement that after the present complaint was filed (on 10th June 1953), all the complainants were reinstated on 18th June 1953 and were also paid all the emoluments due to them, for the period of their idleness, and hence the application did not survive. In view of the fact that the complainants' grievance was that they had been wrongfully dismissed and they therefore claimed reinstatement with arrears of wages and in view of the fact that they were re-employed by the management and paid their back wages even for the period of their idleness, this complaint does not survive. It is therefore disposed of. I pass my award accordingly.'

The 2nd January 1954.

(Sd.) L. P. DAVE, Chairman,

Central Government Industrial Tribunal, Dhanbad.

[No. LR.2(365).]

S.R.O. 226.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Gauri Mistry and five other workmen of Loyabad Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 103 of 1953

(Arising out of Reference No. 6 of 1952)

In the matter of an application U/s 33A of Industrial Disputes Act, 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B., Chairman.

PARTIES:

1. Shri Gauri Mistry,
2. Shri Dukhaharan Bania
3. Shri Tori Roy
4. Shri Ramprit Mahate
5. Shri Niranjan Singh
6. Shri Behari Routh—All of Loyabad Colliery—Complainants.

Vs.

1. Messrs. Burrakar Coal Co. Ltd., Loyabad Colliery, P.O. Bansjora, Dist. Manbhumi, Bihar,
2. Rampeyari Mistry, Blacksmith Contractor, Loyabad Colliery, P.O. Bansjora, Dist. Manbhumi—Opposite parties.

APPEARANCES:

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, Dist. Manbhumi—for the Complainants.

Shri D. N. Gupta, Chief Personnel Officer, M/s. Bird & Co. Ltd., P.O. Sijua, Dist. Manbhumi, Bihar—for the Opposite Party No. 1.

Shri Rampeyari Mistry (in person)—for the Opposite Party No. 2.

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. It was filed on 10th June 1953 by six workmen of the Loyabad Colliery, alleging that the management of that colliery had dismissed them on 1st June 1953 without any reasonable or proper cause and without obtaining any permission from the Tribunal, though Reference No. 6 of 1952 was pending before the Tribunal between the management and its workmen. They therefore urged that they should be reinstated and paid the arrears of their wages.

The opposite parties filed written statements opposing the complaint. Among other things, it was contended that the complainants were working in the colliery

as usual and they had never been permanently removed. It was also contended that they had been paid their remuneration in full.

When the matter came up before me, Mr. Burman on behalf of the complainants gave a statement that after the present complaint was filed (on 10th June 1953), all the complainants were reinstated on 18th June 1953 and were also paid all the emoluments due to them, for the period of their idleness, and hence the application did not survive. In view of the fact that the complainants' grievance was that they had been wrongfully dismissed and they therefore claimed reinstatement with arrears of wages and in view of the fact that they were reinstated by the management and paid their back wages even for the period of their idleness, this complaint does not survive. It is therefore disposed of. I pass my award accordingly.

The 2nd January 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government Industrial Tribunal, Dhanbad.

[No. LR.2(365).]

S.R.O. 227.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Jhapsi Pashi and six other workmen of the Loyabad Colliery.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

APPLICATION No. 102 OF 1953

(Arising out of Reference No. 6 of 1952)

In the matter of an application u/s 33A of Industrial Disputes Act, 1947.

PRESENT:

Shri L. P. Dave, B.A., LL.B., Chairman.

PARTIES:

1. Shri Jhapsi Pashi
2. Shri Babuchand Lohar
3. Shri Jageswar Mistry
4. Shri Sahadeo Kamar
5. Shri Johal Kamar
6. Shri Ramdhani Lohar
7. Shri Chhatu Passi—All of Loyabad Colliery—Complainants.

Vs.

1. Messrs. Burrakar Coal Co. Ltd., Loyabad Colliery, P.O. Bansjora, Dist. Manbhumi, Bihar,
2. Puna Mistry, Blacksmith, Contractor, Loyabad Colliery, P.O. Bansjora, Dist. Manbhumi—Opposite parties.

APPEARANCES:

Shri Lalit Burman, General Secretary, Loyabad Labour Union, P.O. Bansjora, Dist. Manbhumi—For the Complainants.

Shri D. N. Gupta, Chief Personnel Officer, M/s. Bird & Co. Ltd., P.O. Sijua, Dist. Manbhumi, Bihar—For the Opposite Party No. 1.

Shri Puna Mistry (in person)—For the Opposite Party No. 2.

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act.

2. It was filed on 10th June 1953, by seven workmen of the Loyabad Colliery, alleging that the management of that colliery had dismissed them on 1st June 1953 without any reasonable or proper cause and without obtaining any permission from the Tribunal, though Reference No. 6 of 1952 was pending before the Tribunal between the management and its workmen. They therefore urged that they should be reinstated and paid the arrears of their wages.

The opposite parties filed written statements opposing the complaint. Among other things, it was contended that the complainants were working in the colliery

as usual and they had never been permanently removed. It was also contended that they had been paid their remuneration in full.

When the matter came up before me, Mr. Burman on behalf of the complainants gave a statement that after the present complaint was filed (on 10th June 1953), all the complainants were reinstated on 18th June 1953 and were also paid all the emoluments due to them, for the period of their idleness, and hence the application did not survive. In view of the fact that the complainants' grievance was that they had been wrongfully dismissed and they therefore claimed reinstatement with arrears of wages and in view of the fact that they were re-employed by the management and paid their back wages even for the period of their idleness, this complaint does not survive. It is therefore disposed of. I pass my award accordingly.

The 2nd January 1954.

(Sd.) L. P. DAVE, Chairman,
Central Government Industrial Tribunal, Dhanbad.

[No. LR.2(365)I.]

P. S. EASWARAN, Under Secy.

New Delhi, the 9th January 1954

S.R.O. 228.—In pursuance of sub-section (4) of section 11 of the War Injuries (Compensation Insurance) Act, 1943 (XXIII of 1943), and rule 7 of the War Injuries Compensation Insurance Rules, 1943, the Central Government hereby publishes the following account of all sums received into and paid out of the War Injuries Compensation Insurance Fund during the period from 1st January, 1953 to the 10th April, 1953, namely:—

Account of sums received into and paid out of the War Injuries Compensation Insurance Fund from 1st January 1953 to 10th April 1953

Particulars	Amount	Receipts.			Expenditure.		
		Progress receipts upto the end of 10th April, 1953	Particulars	Amount	Progress expenditure upto the end of 10th April, 1953.		
I	2	3	4	5	6		
		Rs. AS. PS.			Rs. AS. PS.		
Advance of premium.	.. 6,86,841 13 8		1. Compensation under the War Injuries Compensation Insurance Scheme.	..	13,377 9 0		
Advance from General Revenues under section 11 (2).	.. ..		2. Remuneration of expenses of Government Agents.	..	65,592 9 6		
Miscellaneous.	.. ..		3. Expenses of the staff employed to do work in provinces and at the Headquarters of the Central Government.	..	1,33,770 8 6		

1	2	3	4	5	6
		RS.	AS.	PS.	
					4. Expenses of the additional staff required to cope with the Audit & Accounting arrangements.
					5. Miscellaneous .. 15,515 5 7
TOTAL	Nil	6,86,841	13	8	TOTAL Nil 2,39,771 11 1

2. In pursuance of sub-section (3) of section 11 of the said Act it is hereby notified for general information that the War Injuries Compensation Insurance Fund was closed by the Central Government on the 10th April, 1953 and the balance remaining in the said fund on the aforesaid date has been constituted into a new fund called the Workmens' Benefit Fund.

[No. SS-142(20).]

CORRIGENDUM

New Delhi, the 11th January 1954

S.R.O. 229.—In the notification of the Government of India in the Ministry of Labour No. S.R.O. 1641, dated the 22nd August, 1953, published at pages 1348 to 1360 in the Gazette of India, Part II—Section 3, of the 29th August, 1953 for "5(5)", "5(6)", "5(7)" and "6" under the head "REPORT OF ACCIDENT OR DANGEROUS OCCURRENCE" appearing on page 1359 thereof read "6", "7", "8" and "9" respectively.

[No. Fac-38(28).]

K. N. NAMBIAR, Under Secy.

New Delhi, the 11th January 1954

S.R.O. 230.—The following draft of an amendment to the Coal Mines Labour Welfare Fund Rules, 1949, which it is proposed to make in exercise of the powers conferred by section 10 of the Coal Mines Labour Welfare Fund Act, 1947 (XXXII of 1947), is published as required by sub-section (1) of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 20th February 1954.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In the said Rules, for sub-rule (2) of rule 1, the following sub-rule shall be substituted, namely:—

"(2) They extend to the whole of India including the United Khasi—Jaintia Hills District, but excluding the State of Jammu and Kashmir."

[No. M-1(8)51.]

A. P. VEERA RAGHAVAN, Under Secy.

New Delhi, the 11th January 1954

S.R.O. 231.—The following draft of certain further amendments in the Industrial Disputes (Central) Rules, 1947, which the Central Government proposes to make

in exercise of the powers conferred by section 38 of the Industrial Disputes Act, 1947 (XIV of 1947), is hereby published as required by sub-section (1) of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 10th February, 1954.

Any objection or suggestion which may be received from any person with respect to the said draft on or before the date specified above will be considered by the Central Government.

Draft Amendments

In the said Rules—

1. After rule 55, the following rules shall be inserted, namely:—

“55A. *Notice of retrenchment.*—The notice of retrenchment to be given by an employer shall be in Form GG and shall be served on the Central Government not less than twenty-one days before the date of retrenchment.

55B. *Re-employment of retrenched workmen.*—(1) On the occurrence of vacancies after retrenchment, when an employer proposes to take into his employ any persons, he shall arrange for the display on a notice board in the premises of the industrial establishment the details of the vacancies to be filled and shall also give intimation of the vacancies in writing to every individual retrenched workman eligible to be considered for the vacancies, such intimation being despatched to the address given by the workman at the time of retrenchment or any time thereafter.

(2) At the same time, the employer shall also send an intimation to the registered local union or unions of workmen connected with the industrial establishment, giving the number of vacancies and the names of retrenched persons addressed.

(3) If the employer seeks the assistance of the Employment Exchange of the area in filling the vacancies, he shall inform the Exchange that the names of such of his retrenched employees as may be registered with the Exchange may be submitted to him along with the names of any other suitable candidates.”

2. In the Schedule after Form G, the following Form shall be inserted, namely:—

“FORM GG

(See rule 55A)

Form of notice of retrenchment to be given by an employer under sub-section (c) of section 25F of the Industrial Disputes Act, 1947

Name of employer _____ · Address _____

Dated the _____ day of _____ 195_____

To

The Secretary to the Government of India,
Ministry of Labour, New Delhi.

Sir,

In accordance with the provisions contained in clause (c) of section 25F of the Industrial Disputes Act, 1947 (XIV of 1947), I/we hereby inform you that I/we have decided to retrench * workmen with effect from the † for the reasons explained in the annexe.

*2. The workmen concerned have been given one month's notice in writing as required under clause (a) of section 25F of the Act.

†Retrenchment is being effected in pursuance of an agreement, a copy of which is enclosed.

3. The total number of workmen employed in the undertaking as also that of those who will be affected by retrenchment is given below:—

Class or designation of workmen	Femployed	Number of employees to be retrenched
(1)	(2)	(3)
1.		
2.		
3. & c.		

Yours faithfully,

(#)

*Here insert the number of workmen.

†Here insert the date.

‡Delete the portion which is not applicable.

§Here insert the position which the person who signs this letter holds with the employer issuing this letter.

ANNEXE

Statement of reasons.

Copy to—

- (1) Conciliation Officer (Central) (Here enter office address of the Conciliation Officer in the local area concerned).
- (2) Regional Labour Commissioner (Central), Zone.
- (3) Chief Labour Commissioner (Central), New Delhi."

[No. LR-1(292).]

N. C. KUPPUSWAMI, Dy. Secy.

New Delhi, the 12th January 1954

S.R.O. 232.—In exercise of the powers conferred by sub-section (3) of section 14 read with section 24 of the Payment of Wages Act, 1936 (IV of 1936), and in supersession of the notifications of the Government of India in the Ministry of Labour No. S.R.O. 1944, dated the 18th November, 1952, and S.R.O. 726, dated the 10th April, 1953, the Central Government hereby appoints the undermentioned officers to be Inspectors for the purposes of the said Act in respect of persons, employed in any mine, to whom the said Act applies, within the local limits noted against each:—

- | | | | | |
|--|--|---|--|--|
| 1. The Chief Labour Commissioner, (Central). | 2. The Welfare Adviser to the Chief Labour Commissioner (Central). | } Whole of India except the State of Jammu and Kashmir. | | |
| 3. The Regional Labour Commissioner (Central, Bombay | 4. The Conciliation Officer (Central), Bombay | | 5. The Conciliation Officer (Central), Poona | 6. The Conciliation Officer (Central), Rajkot. |
| 7. The Labour Inspectors (Central), Bombay Region, with headquarters at Rajkot, Bombay I, Bombay II, Bombay III, Poona, Ahmedabad, Bhusawal and Hubli. | } The States of Bombay, Saurashtra and Kutch. | | | |
| 8. The Regional Labour Commissioner (Central), Calcutta. | | | | |
| } The States of West Bengal (excepting coal mines) Assam, Manipur and Tripura. | | | | |

- | | | |
|---|---|--|
| 13. The Regional Labour Commissioner (Central), Dhanbad.
14. The Conciliation Officer (Central), Cuttack . .
15. The Conciliation Officer (Central), Dhanbad I . .
16. The Conciliation Officer (Central), Dhanbad II . .
17. The Conciliation Officer (Central), Asansol . .
18. The Conciliation Officer (Central), Patna . .
19. The Labour Inspectors (Central), Dhanbad Region, with headquarters at Asansol, Bermo, Patna, Jharia, Katrasgarh, Kodama, Muzaffarpur, Giridih, Cuttack and Rewa.
20. The Junior Labour Inspectors (Central), Dhanbad Region. | } | The States of Bihar, West Bengal (coal mines only) Orissa and Vindhya Pradesh, |
| | | |
| 21. The Regional Labour Commissioner (Central), Madras.
22. The Conciliation Officer (Central), Madras . .
23. The Conciliation Officer (Central), Cochin . .
24. The Labour Inspectors (Central), Madras Region, with headquarters at Madras I, Madras II, Bezwada, Vizagapatnam, Coimbatore, Mathurai, Trivandrum, Bangalore and Kolar (Gold Fields). | } | The States of Madras, Andhra, Mysore, Travancore-Cochin and Coorg. |
| | | |
| 25. The Regional Labour Commissioner (Central), Kanpur
26. The Conciliation Officer (Central), Kanpur . .
27. The Conciliation Officer (Central), New Delhi . .
28. The Labour Inspectors (Central), Kanpur Region, with headquarters at Delhi I, Delhi II, Gorakhpur, Bareilly, Lucknow, Allahabad, Kanpur, Ferozepur and Ambala. | } | The States of Uttar Pradesh, Delhi, Punjab, Patiala and East Punjab States Union, Himachal Pradesh and Bilaspur. |
| | | |
| 29. The Regional Labour Commissioner (Central), Nagpur
30. The Conciliation Officer (Central), Nagpur . .
31. The Conciliation Officer (Central), Secunderabad . .
32. The Conciliation Officer (Central), Ajmer . .
33. The Labour Inspectors (Central), Nagpur Region, with headquarters at Parasia (coal fields), Jubbulpore, Nagpur, Raipur, Secunderabad, Kathgodam, Ajmer, Jodhpur, Bhilwara and Ratlam.
34. The Junior Labour Inspectors (Central), Nagpur Region. . | } | The States of Madhya Pradesh, Hyderabad, Bhopal, Ajmer, Rajasthan and Madhya Bharat. |
| | | |

[No. Fac-103(9).]

S. NEELAKANTAM, Dy. Secy.

